

**PUBLIC USE PROCEEDING  
APPLICATION NO. 09/267,025  
PETITIONER'S EXHIBIT 7**

## **SUPPLEMENTAL DECLARATION OF GEORGE ROLAND HILL**

1. I am the same George Roland Hill that made the previously submitted affidavit dated November 4, 1999, with Exhibits A-E attached.
2. Exhibit F attached hereto is a copy of a Clear Focus Imaging, Inc. publication entitled "ISSUED PATENTS PORTFOLIO" dated April 8, 1997, which indicates that Clear Focus Imaging, Inc. is licensed under US 5,609,938 (Shields) (hereinafter referred to as the '938 patent).
3. Exhibit G is a copy of a Statutory Declaration "IN THE MATTER OF Clear Focus Patents and Patent Applications" provided by Trevor Cunningham, of Allprint Graphics Pty Ltd, Sydney, Australia, a licensee of Contra Vision Supplies Ltd, a UK company owned by Contra Vision Ltd, of which I am the chairman and managing director. Exhibit TC-3 attached thereto is a copy of an ImagoImage, Inc. brochure handed to Mr Cunningham at a meeting with Gregory E. Ross and Michael Luckman on October 31, 1993, as explained in his paragraph 2. A page of this brochure discloses "ImagoImage," "Imago Clearvue™ Screen Printed," "Joe Camel at Amoco," "Charlotte, North Carolina October 1993," and an exterior and interior view of an "Old Joe" sample affixed to the window of a convenience store at a gas station, the very same installation as shown in Exhibit E of my November 4, 1999 affidavit.
4. The company ImagoImage, Inc. was jointly owned by Gregory E. Ross, Rodney M. Shields and Michael Luckman, who were also the officers of ImagoImage, Inc., as evidenced by the copies of the ImagoImage, Inc. company documents in Exhibit H provided to me by Michael Luckman. Thus Gregory E. Ross, Rodney M. Shields, and Michael Luckman were aware of the "Old Joe" sample not later than October 1993. I have spoken to Michael Luckman on several occasions concerning his experiences with ImagoImage, Inc. He has informed me that the ImagoImage, Inc. brochure was

created by him on his own computer, as Vice President, Marketing, of ImagoImage, Inc., mainly in the first half of August 1993, according to his computer records. The physical brochure comprises loose-leaf pages within a folded cover. Michael Luckman has advised me that supplementary case history pages were added after August 1993 when photographs of projects were obtained. The October 1993 date of the "Joe Camel at Amoco" page reflected the date he first became aware of this "Old Joe" project and it does not preclude the fact of this product being printed and made public in September 1993, as evidenced in the affidavits of Linda Icard and Ben Icard, both dated November 11, 1999.

5. Also included in the ImagoImage, Inc. brochure supplied to Trevor Cunningham was a page disclosing "ImagoImage", "ImagoImage Clearvue™", "Orion Pictures RoboCop 3", "Los Angeles, California August 1993", and an exterior view of this 'bus wrap' advertisement. Exhibit I is a copy of an ImagoImage, Inc. brochure of August 1993, supplied to me by Michael Luckman, which was sent with his cover letter to Brion Weller of Rembrandt dated August 24, 1993. This brochure also contains the "RoboCop 3" page and a text-only page headed "Imago ClearVue™" which states:

Imago ClearVue, because of its thousands of perforated holes, provides crystal clear see-thru vision, while offering superlative graphics capabilities.

.....

Imago ClearVue panels come in a variety of materials ..... vinyl and polyester films, adhesive backed (both removable and permanent) and static cling .....

.....

Imago ClearVue can be imaged by a number of printing technologies including screen, lithography, offset and the 3M ScotchPrint™ (sic) system.

Exhibit J contains press cuttings concerning this "RoboCop 3" project and a copy of a letter dated August 23, 2001 from Frank Sandusky, who used to be employed by TDI, now Viacom, who is referred to in these press cuttings in Exhibit J, indicating that this "RoboCop 3" project was printed by Supergraphics, Inc. Supergraphics, Inc. was located at Sunnyvale, CA, at that time. I visited Supergraphics, Inc. in August 1995, and met its principals, Brian Labadie and Lubo Michaylov, who have both told me that Supergraphics, Inc. printed the "RoboCop 3" project by the 3M Scotchprint™ electrostatic transfer process, the only printing method used and sold by Supergraphics, Inc. at that time. In order to print the "RoboCop 3" design with the 3M Scotchprint™ system, the printed surface of the Imago ClearVue™ must have been a white, light-reflective surface. In order to provide "crystal clear see-thru vision" the other side of the Imago ClearVue™ product must have been light-absorbing.

6. Exhibit P is the declaration of Gregory E. Ross dated January 23, 2002, and its accompanying Amendment filed by the Applicant for the present reissue application, application no. 09/267,025. Mr. Ross's declaration and incorporated Amendment states in paragraph 6(a) that a "black-backed, white fronted vinyl" was specified to be perforated for the ImagoImage, Inc. product in February 1993, and in paragraph 6(b) that an ImagoImage white and black layered perforated material that had been printed with a "Budweiser" logo was dated June 14, 1993. Exhibit H includes the minutes of the ImagoImage, Inc. meeting of July 9, 1993, approving a proposed license agreement for "Buses" with Supergraphics, Inc. Exhibit K is a copy of the front page of a licence agreement from ImagoImage, Inc. to Supergraphics, Inc. dated July 21, 1993, provided to me by Michael Luckman, which I was told by Michael Luckman was the only license agreement that had been signed with ImagoImage, Inc. in August 1993. This cites the "Image Display Apparatus" patent application as the only licensed patent or patent application, which is US 08/081,728. Thus Rodney M. Shields and Gregory E.

Ross were aware that this patent application was being exploited not later than July 21, 1993, and practised not later than August, 1993.

7. Exhibit H contains copies of ImagoImage, Inc. documents provided to me by Michael Luckman including:

- (i) A Partnership Agreement for "ImagoImage Partners", dated April 7, 1993.
- (ii) An Assignment of Rights from Viking Precision Projects, Inc. to Creative Minds Foundation, dated May 28, 1993.
- (iii) A Notice by Rodney M. Shields, dated June 2, 1993.
- (iv) An Assignment of Rights from Creative Minds Foundation to ImagoImage Partners, dated June 2, 1993.
- (v) Articles of Incorporation of ImagoImage, Inc., dated June 14, 1993.
- (vi) A Certificate of Incorporation of ImagoImage, Inc., dated June 16, 1993.
- (vii) The Minutes of the Organizational Meeting of ImagoImage, Inc. dated August 31, 1993 and other meetings of June 8, June 14, July 8, July 9 (concerning the license agreement with Supergraphics, Inc.), August 18 (concerning the license agreement with Clear Choice Marketing, Inc.), September 15 (concerning the license agreement with Edge Media Group, Inc.) and October 6, 1993.

Exhibit L is a copy of the license agreement between ImagoImage, Inc. and Clear Choice Marketing, Inc. dated September 16, 1993, which cites the "Image Display Apparatus" patent application as the only licensed patent or patent application. Exhibit M is a copy of the license agreement between ImagoImage, Inc. and Edge Media Group, Inc. dated September 27, 1993. This cites the "Image Display Apparatus" patent application as the only licensed patent or patent application. I understand from telephone conversations with Michael Luckman and Rodney M. Shields that ImagoImage, Inc. was able to offer the licenses to Supergraphics, Inc. (see Exhibit H, meeting of July 9, 1993), Clear Choice Marketing, Inc. (see Exhibit H, meeting of

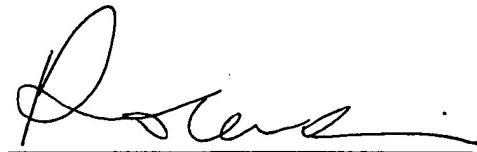
August 18, 1993), Edge Media Group, Inc. (see Exhibit H, meeting of September 15, 1993), Quality Lifestyles and Finlay Corporation (see Exhibit H, meeting of October 6, 1993) by virtue of the assignment of the "INVENTIONS" from Creative Minds Foundation to ImagoImage Partners (to become ImagoImage, Inc.) dated June 2, 1993, a copy of which is in Exhibit H. Exhibit Q contains a copy of a letter dated August 17, 1993, from Gregory E. Ross on Creative Minds™ letterhead enclosing a sample Exclusive License Agreement to Edge Marketing "on behalf of ImagoImage, Inc." dated August 17, 1993 and a copy of a "FIRST RIGHTS AGREEMENT" dated August 4, 1993, from ImagoImage, Inc. to Edge Marketing, which have been provided to me by Jeffrey M. Nussdorf of Edge Media Group, Inc.

8. There are a number of apparent anomalies in the assignment of the "Image Display Apparatus" patent application serial no. 08/081,728, dated June 23, 1993 (hereinafter referred to as the '728 application), insofar as this invention appears to have been previously assigned to ImagoImage, Inc. by virtue of the Assignment of Rights agreement dated June 2, 1993. The issued patent '938 states it is assigned to Creative Minds Foundation, Inc. but there is apparently no assignment of the '938 patent, only an assignment of the '728 application dated June 23, 1993. However, it would appear that Rodney M. Shields was not in a position to assign the '728 application on June 23, 1993 to Creative Minds Foundation or that assignment was subsumed within the Assignment of Rights agreement of June 2 to ImagoImage Partners and thereby to ImagoImage, Inc. This is because the '728 application was within the definition of "INVENTIONS" in the Assignment of Rights agreement of June 2, 1993, which assigned "certain inventions known as ImagoImage and includes Process A and Process B and improvements and variations thereon." The ImagoImage, Inc. license agreements with Supergraphics, Inc., Clear Choice Marketing, Inc. and Edge Media Group, Inc. refer to the "Image Display Apparatus" application as the only patent or patent application being licensed. I understand from my discussions with Rodney M. Shields and Michael Luckman that the intention was to assign all Rodney M. Shields'

inventions relating to one-way vision panels to ImagoImage Partners and thereby to ImagoImage, Inc., on June 2, 1993, and that the June 23, 1993, '728 application "Image Display Apparatus" was not a new invention invented between June 2 and June 23, 1993. ImagoImage, Inc. apparently was the owner and acted as if it was the owner of the '728 application, by virtue of the documents in Exhibits H, K, L, M and Q. However, whether ImagoImage, Inc. or Creative Minds Foundation or Rodney M. Shields owned the '728 application at that time, Gregory E. Ross was in a position to know about the examples of public use including the "RoboCop 3", "Old Joe" and "Airport Cruiser" projects, which were produced under licenses from ImagoImage, Inc., as an officer and Vice President, Licensing, of ImagoImage, Inc., as was Rodney M. Shields, as the President of ImagoImage, Inc.

9. Exhibit N is a copy of pages 27 and 28 from a Protest by Creative Minds Foundation signed by Gregory E. Ross, its President, in the Reissue of US B1 4,673,609, a US patent for which I am the inventor, together with the associated exhibits which disclose the public use of products by Energy Directions, Inc., which are relevant to claims being sought in the reissue of the '938 patent.
10. Exhibit O is a copy from Clear Focus Imaging, Inc.'s Opposition to the Amendment of GB 2 165 292, a UK patent for which I am the inventor, being an affidavit of E.J Leavitt Jr. which discloses the public use of products relevant to claims being sought in the reissue of the '938 patent. Gregory E. Ross is the primary individual within Clear Focus Imaging, Inc. and was the only non-legal representative of Clear Focus Imaging, Inc. to attend two "hearings" in the UK Patent Office concerning this Opposition by Clear Focus Imaging, Inc. and therefore knew of this public use evidence.
11. I hereby declare that all statements made herein of my knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful false statements and the

like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.



G Roland Hill

March 20, 2003

Date

## **Exhibit F**

**CLEAR FOCUS Imaging, Inc**  
3343 Industrial Drive, Suite 2  
Santa Rosa, CA 95403 U.S.A.  
Tel. (707) 544-7990  
Fax. (707) 544-1886

April 8, 1997

## ISSUED PATENTS PORTFOLIO

PATENT DESCRIPTION	Country	PATENT #	DATE ISSUED	DATE FILED	INVENTOR
Image Display Apparatus With Holes for Opposite Side Viewing	U.S.	5609938	Mar. 11, 1997	Oct. 18, 1994	R. Shields
Image Transfer Method for One Way Vision Display Panel	U.S.	5525177	Jun. 11, 1996	Sep. 1, 1994	G. Ross
Facial Mask and Method	U.S.	5465427	Nov. 14, 1995	Jan. 27, 1994	R. Shields
Method for Applying Information such as Advertising to a Transparent Surface	Australia	628426	Jan. 22, 1993	Nov. 23, 1989	E. Leavitt, Sr. E. Leavitt, Jr.
Sun Screening Display and Advertising Device	U.S.	4955709	Sep. 11, 1990	Apr. 24, 1987	A. Smith
Image Bearing Sign Affixed to a Window	U.S.	4940622	Jul. 10, 1990	Feb. 16, 1989	E. Leavitt, Sr. E. Leavitt, Jr.
Method for Applying Information to a Transparent Surface	U.S.	4883556	Nov. 28, 1989	Apr. 21, 1986	E. Leavitt, Sr. E. Leavitt, Jr.
Simulated Vehicle Louvre Applique	U.S.	4358488	Nov. 9, 1982	Jan. 9, 1981	H. Dunklin L. Reeves
Reflective Sun Screen	U.S.	4261649	Apr. 14, 1981	May 3, 1979	Q. J. Richard

## **Exhibit G**

## AUSTRALIA

*Patents Act 1990*

### IN THE MATTER OF Clear Focus Patents and Patent Applications

#### STATUTORY DECLARATION

I, Trevor Charles Cunningham of 45 Bally Shannon Road, Killarney Heights, New South Wales 2087, Australia,

do solemnly and sincerely declare as follows:

1. I am Chairman of Allprint Graphics Pty Ltd of 14 Pike Street, Rydalmer, NSW 2116, Australia. Allprint Graphics Pty Ltd is primarily a screenprinting company.
2. On Sunday, 31 October 1993, I met Mr Gregory E Ross and Mr Michael Luckman of ImagoImage, Inc., at the SPAI '93 screenprinting trade show in New Orleans, USA. Annexed hereto as Exhibit TC-1 are copies of selected entries from my diary including that of Sunday 31 October 1993 'GREG ROSS 9 AM IMAGO IMAGE 2½ HOUR MEETING "CLEAR VIEW".' Annexed hereto as Exhibit TC-2 is a copy of my contemporaneous notes of that meeting of 31 October 1993, made immediately following that meeting in my hotel bedroom in New Orleans. At that meeting, they showed me the product ImagoImage™, a self-adhesive perforated base material comprising a white vinyl and black vinyl laminated facestock, with a self-adhesive layer and a paper liner, all perforated, and an optional non-perforated backing liner. They described alternative methods of imaging these perforated

base materials, including screenprinting, litho printing, web offset, electrostatic printing such as 3M Scotchprint electrostatic transfer printing, ink jet printing and hand painting, for example by air brush. They described that after imaging with a design, the composite liner was to be removed and the remainder applied to a window to provide a one-way vision panel, similar in effect to Contra Vision®, a product with which I was previously familiar. A design could be seen on one side of the resultant panel but was not visible from the other side and a good through view was obtained from the other side. The product with the white on black facestock was for external application to a window. Annexed hereto as Exhibit TC-3 is a photocopy of an ImagoImage brochure handed to me at that meeting which includes descriptions of their technology at the time, "sell sheets" including photographs of products that had been imaged and applied to windows and a copy of an article in "The Christian Science Monitor" of August 17, 1993, which illustrated a "ROBOCOP 3" advertisement on a bus which had used Imago ClearVue™ on the windows. This bus is also illustrated on the "sell sheet" dated August 1993. I was told it had been imaged by 3M Scotchprint™ electrostatic printing. The literature also gives "manual painting" as one of the "choices of imaging," and airbrush painting was cited as a specific example. ImagoImage, Inc. were seeking to license 3 or 4 printers in Australia. I was interested in this technology and, as a result of that meeting, I met Greg Ross again in Sydney on a number of occasions. Annexed hereto as Exhibit TC-4 is a copy of correspondence with ImagoImage, Inc. and companies related to ImagoImage, Inc. since that meeting of 31 October 1993. The ImagoImage fax of November 10 refers to a meeting planned for 13 December, as confirmed by my diary entry for that date in Exhibit TC-1. The ImagoImage faxes of November 17, 18 and two of 24 all refer to a meeting with me and other screenprinters that I had interested in the ImagoImage product, as confirmed by my diary entry of 13 December, which refers to P. Smith and R. Starkins, being Peter Smith of Ace Screen Printing (Sales) Pty. Limited and Richard Starkins

of Artprint Publicity. This meeting of 13 December was attended, at my invitation, by Peter Smith and Richard Starkins, who were both also potentially interested in printing the ImagoImage™ perforated base materials to form one-way vision window graphics, and my brother, Brian Cunningham, of Allprint Graphics.

At this meeting, Mr Ross outlined both the exterior and interior application ImagoImage™ products and their methods of imaging. A further meeting was held on 21 December at Ansett Golden Wing Lounge, Sydney Airport, also attended by Mr Greg Ross, myself and, Barry Wood of Screenprint Production Enterprises, as confirmed by my diary entry for 21 December 1993 in Exhibit TC-1. To the best of my knowledge and belief this meeting was also attended by Richard Starkins, Peter Smith and Brian Cunningham. At one of these meetings of 13 and 21 December, Mr Greg Ross distributed samples of ImagoImage™ white on black perforated base material imaged with a Ray-Ban advertisement.

3. The ImagoImage fax of November 17 also refers to the intention to have shipped to Allprint Graphics 50 sheets of 2' x 3' samples of ImagoImage material from American Mirrex who were, amongst other things, a self-adhesive vinyl manufacturer. In the event, this supply was shipped by the perforator of the self-adhesive vinyl film, Southern Prestige Inds. Inc., on 21 December 1993. Annexed hereto is Exhibit TC-5 which includes the invoice and waybill of Southern Prestige for 50 sheets of ImagoImage material, an offcut from a sheet of this perforated base material that I have retained and an offcut from one of those sheets printed by Allprint Graphics.

This perforated base material comprises:-

- (i) a light reflective front surface of a white vinyl film,
- (ii) the white vinyl film is laminated to a black vinyl film forming a rear surface,
- (iii) there is a plurality of through-holes passing through the front surface and the rear surface,
- (iv) a perforated self-adhesive layer,
- (v) a perforated liner,
- (vi) an additional non-perforated plastic backing liner.

Either in December 1993 or at the beginning of 1994, we screenprinted some of these 50 sheets at Allprint Graphics, removed the perforated liner with the additional non-perforated backing liner and applied at least one of these imaged panels to a window at Allprint Graphics printing facility. The printed offcut in Exhibit TC-5 is from one of these test prints. I have retained the remainder of this printed sample. The mounted sample comprises:-

- (i) a one-way vision panel assembly in which the image is visible from one side but not from the other side of the assembly,
- (ii) it has a light reflective front surface of a white vinyl film,
- (iii) the white vinyl film is laminated to a black vinyl film forming a rear surface,

- (iv) there is a plurality of through-holes passing through the front surface and the rear surface.
- (v) The front white surface has been screenprinted by Allprint Graphics with an image of a "Top Taste" advertisement, the letters "Be!" being on the offcut.
- (vi) The rear surface of the black vinyl has a coating of self-adhesive which is affixed to a perforated protective liner and an additional non-perforated backing liner.
- (vii) The through-holes are in a staggered circular hole pattern with an open area of approximately 50% and the circular holes have a diameter of approximately one mm.

I am certain that this test printing and application of one of the full sheets to a window was undertaken prior to 2 July 1994, as it was on that day that I advised Mr Greg Ross that we were discontinuing negotiations for a licence with ImagoImage, Inc.

4. The letter of 15 February, 1994, in Exhibit TC-4, is on the letterhead of Creative Minds, which I understand to be another of Mr Ross's companies, to which was attached copies of the ImagoImage Licence Agreements, which I have retained.

ImagoImage, Inc. had wished Allprint Graphics to sign this licence agreement involving an upfront sum in order to purchase his perforated base material for subsequent applications to windows.

5. On Monday 11 April 1994, I visited Visual Technologies, Inc. at Pineville (Charlotte), North Carolina, USA, and met with the president, Linda Icard, and her husband, Ben Icard, to discuss potential ImagoImage™ business. She informed me of her role in developing the clear product and non-perforated backing liner in the ImagoImage products. My diary entry

of 11 April 1994 in Exhibit TC-1 states "VISITED CLEAR VIEW MARKETING," which was an incorrect reference to Ben Icard's company, Clear Choice Marketing, Inc., operating as the marketing arm of Visual Technologies, Inc., of the same address.

I sought to have supply from Visual Technologies, who was sourcing her perforated base materials independently of ImagoImage, Inc. This was refused in the ImagoImage fax of May 5. This diary entry also refers to "DINNER IN PARK HOTEL CHARLOTTE."

I became progressively sceptical about Mr Ross's statements, as reflected in my letter of 9 May 1994.

The ImagoImage fax of May 17 1994 in Exhibit TC-4 refers to a proposed meeting in Sydney on 6 June at Allprint Graphics. This meeting was attended by me, Peter Smith and Barry Wood, as confirmed by my diary entry of 6 June 1994 in Exhibit TC-1 and the fax from One-Way Imaging Technology, another vehicle of Greg Ross, of June 16, 1994, which also refers to the current state of their clear, interior mount and exterior mount products, as does the ImagoImage Australia fax of 27 June 1994. The ImagoImage Australia fax of 28 June 1994 refers to Mark Girvan, who I had understood to be a business partner of Mr Greg Ross in ImagoImage in Australia and who had attended at least one of our meetings with Mr Ross.

On 2 July 1994, I informed Mr Greg Ross that Allprint Graphics had no further interest in doing business with ImagoImage, Inc.

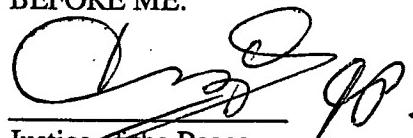
6. During this period, I did not sign any confidentiality agreement with ImagoImage, Inc. or any other related party and was not under any obligation of confidentiality to ImagoImage, Inc.

**AND I MAKE** this solemn declaration by virtue of the Statutory Declarations Act 1959, made subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

DECLARED at *Sydney*  
this *eleven* day  
of *February* 2001

*J. Cernagh*  
Signature of Declarant

BEFORE ME:

  
~~Justice of the Peace~~

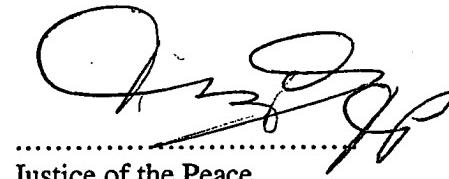
AUSTRALIA

*Patents Act 1990*

IN THE MATTER OF Clear Focus Patents  
and Patent Applications

This is Exhibit TC-1 referred to in the Statutory Declaration of Trevor Cunningham made before me

DATED this 6<sup>th</sup> Day of February 2001



.....  
Justice of the Peace





**December**

October 1993		November 1993		December 1993	
M.	4	11	18	25	M.
T.	5	12	19	26	T.
W.	6	13	20	27	W.
T.	7	14	21	28	T.
F.	8	15	22	29	F.
S.	9	16	23	30	S.
S.	10	17	24	31	S.

20 Monday 35600

Pay C/P Nov 4th - 22%

Sandy Davies - Nestle. \*\*\* Home & care on 168660

H. Anderson Da Vito 6815711

December		January 1994		February 1994		March 1994	
WEEK 51		M	31	M	7	14	21
		T	-	T	8	15	22
		W	-	W	9	16	23
		T	-	T	10	17	24
		F	-	F	11	18	25
		S	-	S	12	19	26
		S	Emperor's Birthday (Japan)	S	13	20	27

357000: Thursday 2

Sandy Davies - Nestle. \*\*\* Home & care on 168660

H. Anderson Da Vito 6815711

Closed for Xmas until 10:00am

12.30 SCOTT COKE HUNTING  
5pm 11:58 p.m.  
*at home*

358007: Friday 2

21 Tuesday 356000  
Want less robes Good wife  
10mth Syng A/R Bar Baby hood etc.

11:00 free lunch

7:30 first day

22 Wednesday 356000  
Goto Succorice Rigorous Procuring 960 GSM  
+ Acrylic 2x: One E.  
Hanes. 1/4m

359006 Saturday 25  
Christmas Day (National) 359006 Sunday 26

Dinner Stevens  
Mamm

Lobster 5.32





**AUSTRALIA**

*Patents Act 1990*

**IN THE MATTER OF** Clear Focus Patents  
and Patent Applications

This is Exhibit TC-2 referred to in the Statutory Declaration of Trevor Cunningham made before me

DATED this 12th Day of February 2001



.....  
Justice of the Peace

1993

MEETING ON SUNDAY 31st OCTOBER  
WITH BRAG ROSS + MICHAEL  
LUCKMAN OF IMAGO IMAGE.

"IMAGO IMAGE" IS A <sup>PRIVATE</sup> <sup>CONTRACT MANUFACTURER</sup> SET UP  
IN SAN FRANCISCO & HAS BEEN  
DEVELOPED A PRODUCT CALLED "CLEAR  
VISION" WHICH IS SIMILAR TO CONTACT  
VISION. IT CAN BE MADE BY  
SCREEN PRINTING, LITHO PRINTING, WEB  
OFFSET, ELECTROSTATIC, INK JET +  
HAND PAINTING.

IT CAN BE THE Raw MATERIAL (PVC)  
CAN HAVE SELF ADHESIVE, E.T.C.  
(SACRIFICAL REMOVABLE ADHESIVE) + ELECTROSTATIC  
FINISH.

THEY ARE LOOKING TO LICENSE 3 OR 4  
PARTNERS IN AUSTRALIA + ALSO POSSIBLY  
SOME SPARE SELLERS

PRICE WILL BE AN UPFRONT-FEE, etc.  
TO BE NEGOTIATED, HOWEVER COULD BE  
IN THE VICINITY OF \$10000 - \$15000 AUST.  
+ Royalties would be as follows  
(USA \$50000 per Partner)

Partner - 5% OF NET INVOICE EXCLUSIVE  
OF TAX + FREIGHT. IN AUS \$.

END USER - 5% " " "

(THIS WOULD PROBABLY BE BUILT IN  
TO THE PRICE + FATO BY THE  
PRINTER, HOWEVER END USERS  
WOULD HAVE TO SIGN A SIMPLE  
AGREEMENT. AN END USER IS  
someone similar to ROTTERDAMS,  
BOGEN, TANZOS etc.

(Partner would add 10% into any  
SELLING PRICE).

SPACE SELLER

2% OF RENTALS IF NOT  
EXCLUSIVE RIGHTS OR  
3% IF EXCLUSIVE (IE. THE  
RIGHT TO ALL SUPERMARKETS IN  
AUSTRALIA).

(Possibly talk to Ian Peeden, W. Anderson)

Reseller

SELLS ONLY (IE. SAINT BROTHER)  
& BOYS FROM A LICENSED PRINTER.

There is a Supermarket Broker being  
set up in the U.S.A (Space Seller)  
& we would be able to start 106 as  
with them if we set up a similar  
operation. My initial thoughts are  
that we could look at a joint  
venture with someone such as  
Ian Peeden, Warwick Anderson or similar  
coming in with say a 20% interest.  
In that would be required would be  
an office, some printed literature &  
income ought to be able to be  
generated within a couple of  
months by doing some deals with  
supermarkets, whereby the broking company  
would pay the supermarket \$X for each  
freezer glass door & then on sell  
that space to advertisers within the  
freezer. Our joint venture partner  
would ideally be someone used to  
dealing with the large supermarket  
chains & have the ability to write  
a simple marketing plan & then  
be able to sell the space to the  
advertisers.

"SEE THROUGH" ADVERTISING WILL BE UP & RUNNING IN THE FIRST QUARTER '94 IN THE U.S.A & THEY SEE NO REASON WHY AUSTRALIA COULD NOT BE ADOPTED THE SAME. AUSTRALIA HAS BEEN CHOSEN AS THE FIRST MARKET OUTSIDE THE U.S.A. MAINLY BECAUSE CRAIG BOSS IS AUSTRALIAN & KNOWS THE MARKET.

THE MATERIAL IS CLEAR FILM COATED ALL ONE SIDE & THEN PUNCTURED & IS AVAILABLE FROM THREE MANUFACTURERS IN THE U.S.A. & 3M, AMERICAN MIRREX & FLEXCON. INITIALLY IT IS ENVISAGED THAT THE MATERIAL FOR AUSTRALIA WOULD BE IMPORTED FROM THE U.S.A. However EVENTUALLY IT COULD BE MADE IN AUSTRALIA. CRAIG BOSS IS SENDING PRICES & SAMPLES (SAMPLES RECEIVED BY END NOVEMBER) & HE WILL VISIT US ON 14<sup>TH</sup> DEC. WHEN WE WILL HAVE TESTED BOTH SCREEN & LITHO PRINTING ON HIS MATERIAL. WE CHOOSE A DESIGN WITHOUT ANY SMALL TYPE AS THIS IS A PROBLEM WITH THE HOLES. IDEALLY A WINDOW DECAL, SUCH AS A WINE OR BEER ACCOUNT (I.E. BOTTLES).

#### OTHER USES

- \* DECORATE A TOTAL STORE WINDOW.
- \* WINDOWS OF MULTI STOREY BUILDINGS
- \* INTERNAL GLASS IN RETAIL OUTLETS.
- \* GONDOLA ENDS IN SUPERMARKETS AGAINST SEE THROUGH FROM ONE SIDE (possibly USING SOMETHING OTHER THAN GLASS, I.E. POLY CARBONATE)

- \* CON PLATE CAR REAR WINDOWS ADVERTISING THEIR BUSINESS I.E. REAL ESTATE AGENTS.
- \* SURF TYPE DECALS FOR REAR WINDOWS ETC.
- \* SUNGLASSES.

GREG ROSS WOULD LIKE TO KNOW OUR THOUGHTS ON OTHER SCREEN PRINTERS, HE WILL BE CONTACTING, BUS PACK, BRITSCREEN, MASON OUTLET & AUSTRALIAN POSTERS ON HIS TRIP TO AUSTRALIA. I SUGGESTED PROBABLY ONE IN SYDNEY & 1 IN MELBOURNE SHOULD SUFFICE & IT IS ESSENTIAL THAT THEY ARE ABLE TO WORK TOGETHER TO FRAUDULENT PRICES ETC.

IF MANUFACTURING IS TO BE DONE IN AUSTRALIA THE HIGH PURCHASING POWER NEED TO BE DONE BY SOMEONE IN THE METAL DECORATING BUSINESS. IF POSSIBLE WE SEEK OUT POTENTIAL MANUFACTURERS FOR GREG TO TALK TO DURING HE IS IN AUSTRALIA

WE SHOULD TALK TO KEN ROBERTSON TO SEE IF HIS INK JET SET UP WOULD BE SUITABLE FOR SHORT RUN WORK

IF WE BELIEVE VITRO, ONE PERSONS COULD ALSO BE A POSSIBLE EMPLOYEE OR JOINT VENUE PERSON

Given a choice I believe we could work  
with the following Companies 1 or 3 or 4  
for Leverage.

\* ~~Kellogg~~, ACE, Hartman, ~~many more~~.  
~~Coltellerie (Hans Brundin)~~

If we are to proceed & sign any  
Contracts or Agreements & pay any  
money up front, we would need to  
investigate the financial viability of  
"IMAGO IMAGE"

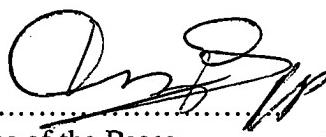
AUSTRALIA

*Patents Act 1990*

IN THE MATTER OF Clear Focus Patents  
and Patent Applications

This is Exhibit TC-3 referred to in the Statutory Declaration of Trevor Cunningham made before me

DATED this 27th Day of February 2001



.....  
Justice of the Peace



**Imago:** Latin for Apparition or Phantom Vision

**Image:** [From the Latin Imago] A representation of anything made visible.

**Imagine:** [From the Latin Imago] To form a notion or idea in the mind.

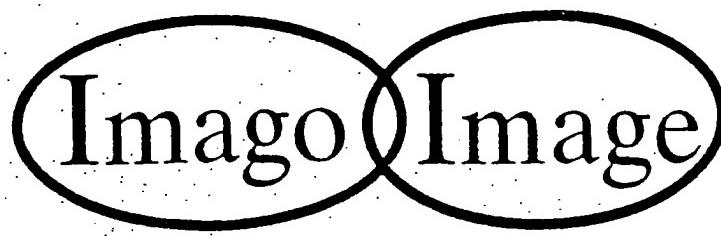
Imagine a product so unique, that it allows you to print any image, using any number of colors, on one side of a film, yet allows you to see clearly through it from the other side.

Imagine printing a beautiful picture on this material, then applying it to glass, giving everyone the opportunity to view it, but still allowing others to see right through it from the other side. Now instead of a beautiful picture let us imagine that it is full four color advertising message, and instead of just any glass it is the windows of a city bus. Windows that are now covered with the advertisers message, yet each of the passengers can still see out, with not a one missing his stop.

Let us now imagine ourselves in a supermarket. We are pushing our cart past a myriad of glass freezer doors looking within each case for the items we wish to purchase. We decide upon some ice cream and open the door. To our surprise on the inside of the door is a 30" X 60" four color advertisement for Dreyers Rocky Road. Perhaps we've never purchased this brand before, but it looks sooo gooood! in the ad, that we decide to forgo our regular brand and try this one.

Are these scenarios some day in the future? NO! They are happening today. And they are made possible by a unique series of proprietary processes known as **ImagoImage**.

We now invite you to peruse the information we have provided in this brochure to learn more about how **ImagoImage** will revolutionize the advertising industry, and other industries as well, and how you might become a part of it.



# MANUFACTURING PROCESSES

## ImagoImage™ Product Overview

Once, every so often, a product comes along that revolutionizes an industry. Sometimes several industries. Such a product is ImagoImage. Through a series of proprietary processes ImagoImage allows the printing of any image, using any number of colors, on one side of a film, yet allows full visibility when viewed from the other side.

The primary industry that will be revolutionized is the advertising industry. Now every piece of glass, no matter how large, including the side of a glass skyscraper, becomes a potential billboard. Now, an advertisers message does not have to remain stationary. With ImagoImage, any bus, taxicab or urban train now becomes a moving billboard reaching millions more potential buyers. And advertisers can now reach consumers in the most unlikely of places, like the inside of freezer doors in supermarkets, or on the inside of plate glass windows in retail stores.

ImagoImage is not confined to only advertising. Many consumer products can be manufactured using this wonderful product. Automobile rear window banners 20 times larger than a traditional bumper sticker, can declare to the world a fan's favorite sports team. Or, sunglasses with team, college or corporate logos.

Following is a brief description of our four proprietary manufacturing processes. Read on. The only limit to ImagoImage uses is your imagination.

Imago Image

# MANUFACTURING PROCESSES

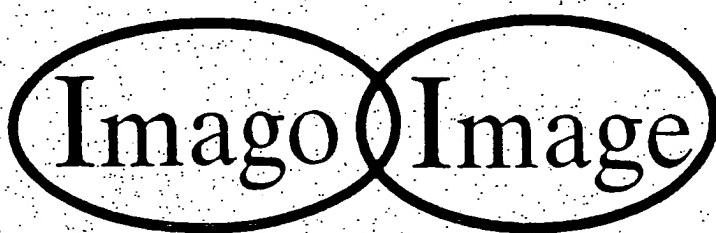
---

Imago ClearVue™

Imago DuoPanel™

Imago ArtPanel™

Imago Stencil™



# **MANUFACTURING PROCESSES**

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## **Imago ClearVue™**

Imago ClearVue, because of its thousands of perforated holes, provides crystal clear see-thru vision, while offering superlative graphics capabilities. It is designed to suit a wide range of viewing distances, from close-up to far away, and everywhere in between. Imago ClearVue also offers excellent visibility from very acute viewing angles.

Imago ClearVue panels come in a variety of materials designed for specific applications. These include vinyl and polyester films, adhesive backed (both removable and permanent) and static cling, and are available in either sheets or rolls. Imago ClearVue can be imaged by a number of printing technologies including screen, lithography, offset and the 3M ScotchPrint™ system.

There is no limit to the size of the display using Imago ClearVue. Any number of panels can be combined to create images from less than one square foot to the size of a football field.

Imago Image

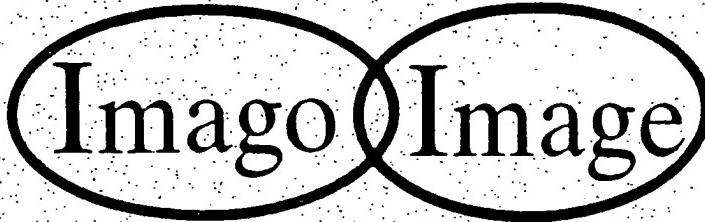
# MANUFACTURING PROCESSES

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## Imago DuoPanel™

Imago DuoPanel is the choice for see-thru graphics in harsh environments. As the name implies the Imago DuoPanel is constructed of two panels bonded together with the image captured between them. This sandwich effect offers a high quality product intended for long term use. Because of its unique character Imago DuoPanel provides excellent ultra violet light protection, reducing the chances of fading. In addition the image is safeguarded from damage from aggressive scrubbing or cleaning, and will allow graffiti to be removed easily.

Imago DuoPanel can also provide visually interesting Moire patterns (random patterns- using color and alignment combinations, but not actual pictures) for use in privacy screens and one way office partitions. Security applications also benefit from the visual distraction of the Moire patterns.



**Imago** **Image**

# **MANUFACTURING PROCESSES**

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## **Imago ArtPanel™**

Similar to our Imago ClearVue product, but for use by the sign painter who wants ImagoImage quality and durability with see-thru graphics, Imago ArtPanel is the answer. Instead of painting a regular image directly onto the glass, the image is painted onto the Imago ArtPanel and then the panel is applied to the glass, creating a genuine ImagoImage graphic.

Using and applying Imago Art Panels is quite easy. First mask the area of the window that will be painted over. Next, position the Imago ArtPanel exactly where you want the graphic to be located and tape in place. Now paint the image. Once the painting is completely dry, take down the Imago ArtPanel, remove the window masking, remove the paper backing from the panel exposing the adhesive and position on the glass.

Imago Image

# MANUFACTURING PROCESSES

## Imago Stencil™

Painted window graphics are one of the largest segments in the sign painting industry. You see them all around town - at the bank, at fast food restaurants, and at retail stores everywhere. Yet, traditional painted window graphics look unattractive from the inside, they limit the view looking out, plus obstruct the natural light. Not being able to see out through the windows can also have serious security problems for businesses such as banks and convenience stores.

Imago Stencil solves these problems.

The Imago Stencil is first applied to the window area where the desired painting is to be placed. The painter then lays down a layer of black paint. When this is dry, he then outlines his image onto the stencil, and proceeds to paint his graphics. The unique Imago Stencil hole pattern allows the paint to pass through directly onto the glass. When the work is dry the painter then peels away the Imago Stencil leaving behind a see-thru ImagoImage.

The Imago Stencil has a specially engineered plastic formulation that allows the paint to stick to the window and not to the Imago Stencil. Specific paints are used so that the paint remains perfectly on the glass surface when the stencil is removed.

Practically any method of painting can be used with the Imago Stencil, including roller, airbrush, paintbrush, spray, or even finger painting. Lettering stencils can also be used with the Imago Stencil to quickly add uniform quality lettering.

Imago Stencil lets every sign painter become an ImagoImage painter.

Imago Image

# CHOICES OF IMAGING

**SCOTCHPRINT™ GRAPHICS SYSTEM\***

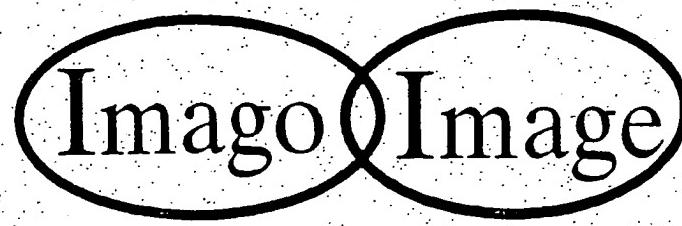
**SCREEN PRINTING**

**LITHOGRAPHY**

**OFFSET**

**AIR BRUSH**

**MANUAL PAINTING**



# **TARGETED USER MARKETS**

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## **TRANSIT ADVERTISING**

**BUSES**

**LIGHT RAIL SYSTEMS**

**TAXICAB WINDOWS**

**URBAN TRAIN SYSTEMS**

Imago Image

# TARGETED USER MARKETS

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**OUTDOOR ADVERTISING**

**GLASS BUS SHELTERS**

**PHONE BOOTHS**

**WHEREVER OUTDOOR  
GLASS IS AVAILABLE**



# **TARGETED USER MARKETS**

---

## **RETAIL STORE ADVERTISING**

**SUPERMARKET, GROCERY, CONVENIENCE, DRUG AND  
LIQUOR STORES ON WINDOWS, ENTRY DOORS AND  
FREEZER AND REFRIGERATOR DOORS**

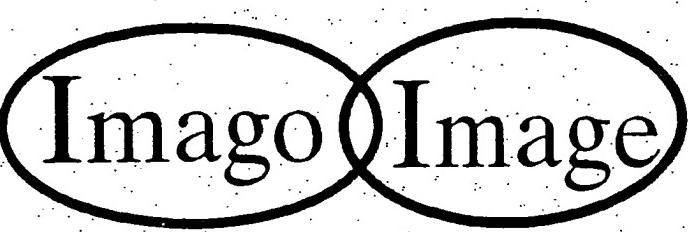
**MALL ADVERTISING ON OUTSIDE WINDOWS AND DOORS**

**OUTSIDE WINDOWS OF STORES, BANKS, GAS STATIONS  
AND RESTAURANT CHAINS**

**RETAIL STORE ADVERTISING ON THE INSIDE OF FRONT  
DISPLAY WINDOWS**

**AUTOMOBILE DEALERSHIP WINDOWS**

**P.O.P. DISPLAYS**



## **TARGETED USER MARKETS**

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### **MISCELLANEOUS ADVERTISING**

**AIRPORTS**

**SCHOOL BUSES**

**HOTELS AND MOTELS**

**CORPORATE PROMOTIONS ON BUILDINGS**

**Imago** **Image**

# **TARGETED USER MARKETS**

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## **INDUSTRY APPLICATIONS**

**SECURITY WINDOWS**

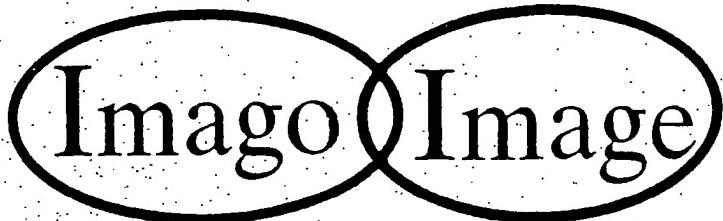
**ARCHITECTURAL GLASS**

**REAL ESTATE "FOR SALE" SIGNS**

**RACQUETBALL AND SQUASH COURTS**

**ZOOS AND AQUARIUMS ON THE INSIDE OF  
GLASS ENCLOSURES**

**INTERIOR ENVIRONMENTS IN RETAIL STORES, PUBLIC  
BUILDINGS, RESTAURANTS AND OFFICES**



## "Imagy"

Today, the word **Imagy** doesn't have much meaning. But wait, in a few short years it will become one of the advertising industry's most sought after items. You see, **Imagy** is the name we've given to the award that will be presented to advertising agencies and their clients around the country, who have creatively used **ImagoImage** as an advertising medium.

Almost daily, new uses for **ImagoImage** are created, so it would be premature to define all the categories that will compete for this coveted award. Listed below are just some of the competitive categories that will vie for an **Imagy**.

- **BEST BUS GRAPHIC**
- **BEST TAXI GRAPHIC**
- **MOST IMPRESSIVE RETAIL STORE DISPLAY**
- **BEST AIRPORT ADVERTISEMENT**
- **MOST INNOVATIVE P.O.P. DISPLAY**
- **BEST CORPORATE PROMOTION**
- **BEST OUTDOOR ADVERTISEMENT**
- **BEST MALL ADVERTISEMENT**
- **MOST INNOVATIVE NEW USE FOR ImagoImage**
- **AND MANY, MANY MORE**

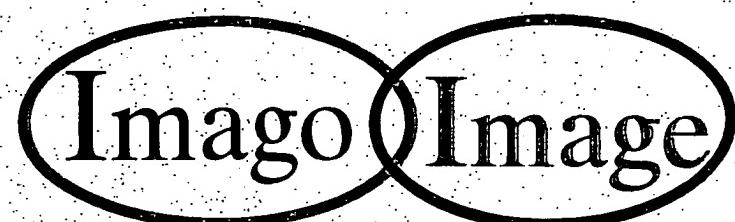
Imago Image

# PUBLICITY

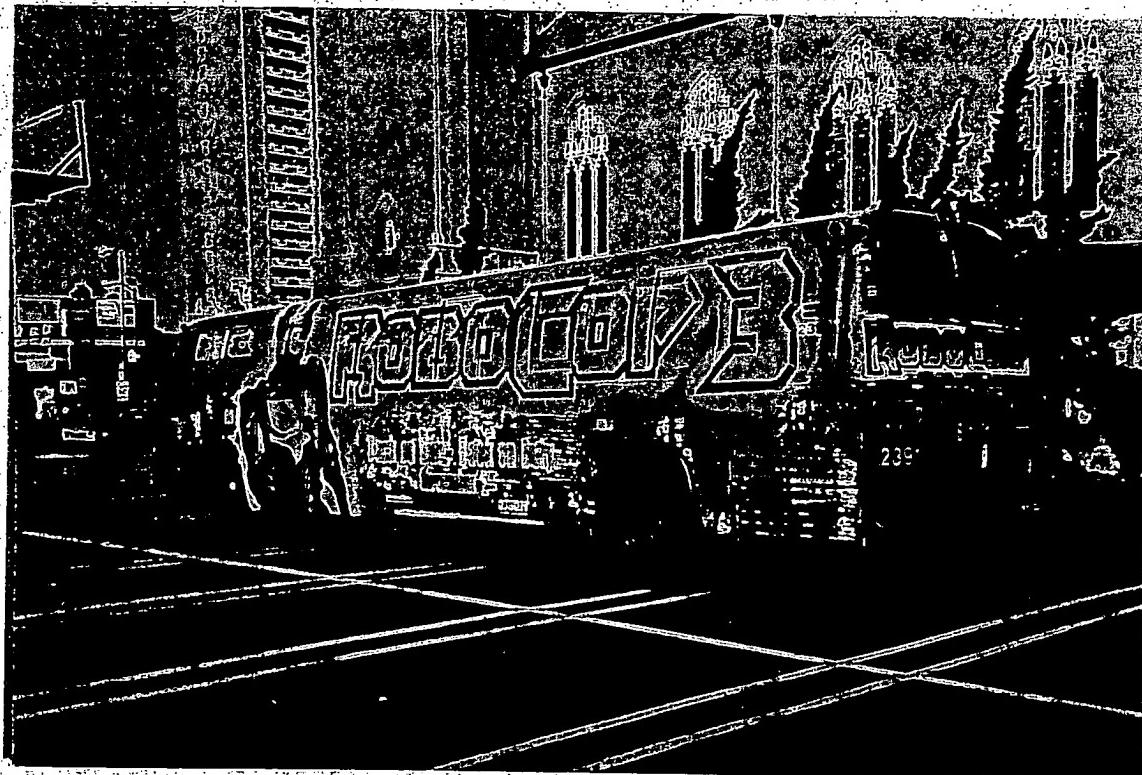
## PRESS RELEASE MAGAZINE LIST

ADWEEK  
ADVERTISING AGE  
AMERICAN ADVERTISING  
SIGNCRAFT  
THE FLYER  
DISPLAY & DESIGN IDEAS  
BANK MARKETING  
P-O-P TIMES  
MARKETING NEWS  
POTENTIALS IN MARKETING  
SALES & MARKETING MGMT.  
GRAPHIC DESIGN USA  
VISUAL MERCHANDISING &  
STORE DISPLAY  
GLASS DIGEST  
DESIGN SOLUTIONS  
ARCHITECTURE  
BEVERAGE BULLETIN  
PROGRESSIVE GROCER  
CONVENIENCE STORE NEWS  
SUPERMARKET BUSINESS  
RESTAURANT MERCH.  
GROCERY MARKETING  
CHAIN STORE AGE

DISCOUNT MERCHANDISER  
STORES  
SIGN BUSINESS  
SIGNS OF THE TIMES  
GRAPHIC ARTS MONTHLY  
HIGH VOLUME PRINTING  
SCREEN PRINTING  
PRINT  
PRINTING IMPRESSIONS  
DISCOUNT STORE NEWS  
SECURITY  
SECURITY DIST. & MARKETING  
SECURITY DEALER  
SECURITY SALES  
RETAIL STORE IMAGE  
PLAYTHINGS  
TOYS  
AIRPORT JOURNAL  
TAXI & LIVERY MANAGEMENT  
IN TRANSIT  
BUS RIDE  
BUS WORLD  
SPORTING GOODS BUSINESS  
HARDWARE AGE



## Imago ClearVue™



**Orion Pictures    RoboCop 3**  
**Los Angeles, California    August 1993**

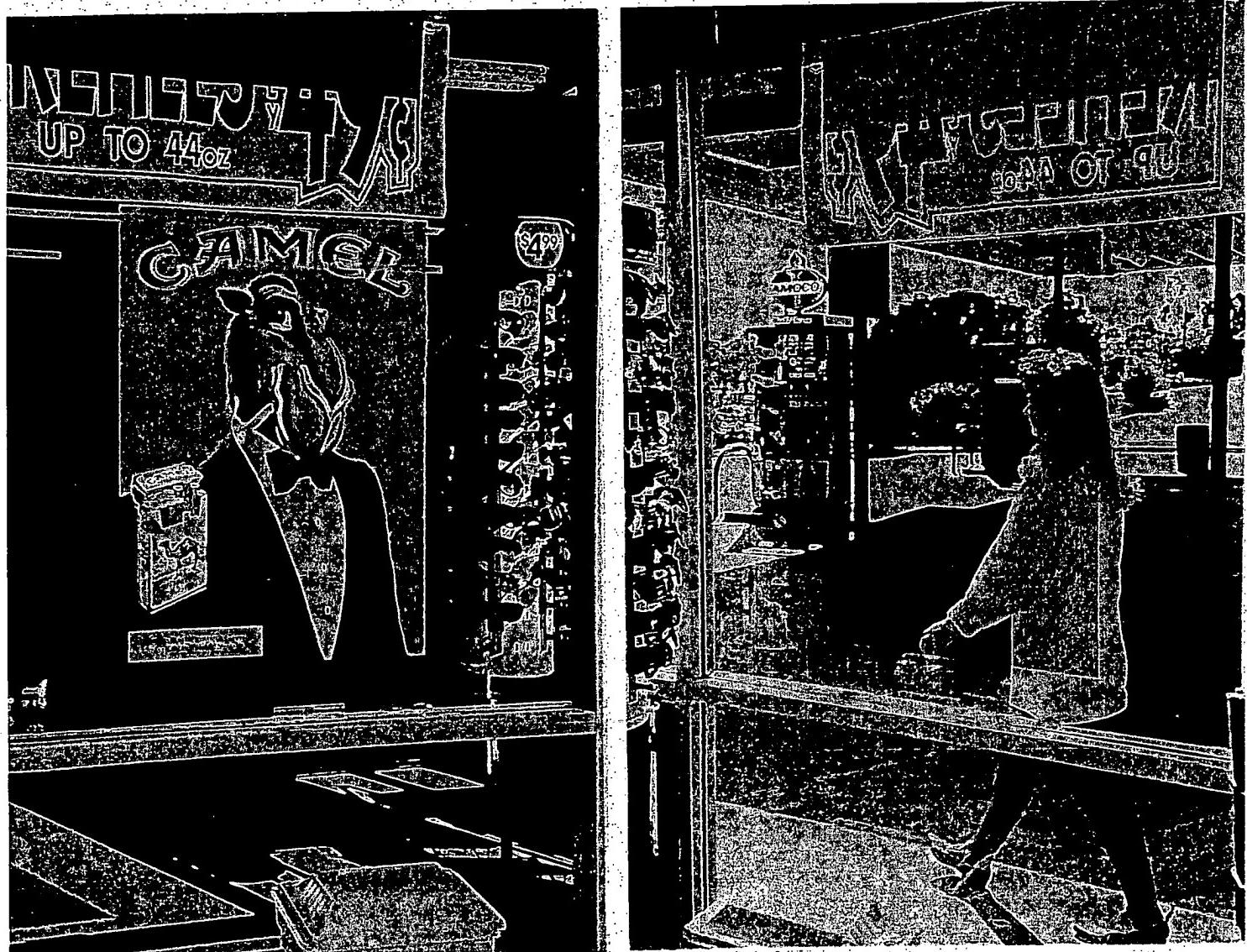
2785 Mitchell Dr., Suite 110  
(510) 906-0575

**ImagoImage Inc.**  
(800) 749-0575

Walnut Creek, CA 94598  
FAX (510) 937-1260

Imago Image

## Imago ClearVue™ Screen Printed



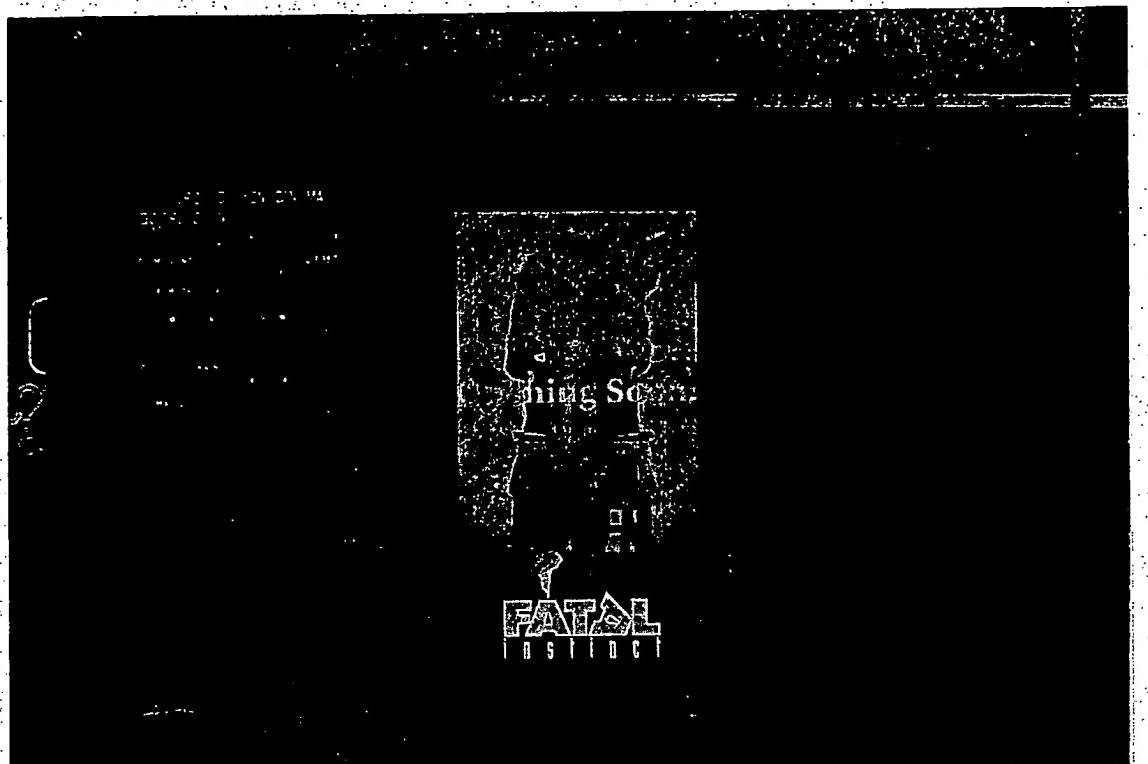
**Joe Camel at Amoco**  
**Charlotte, North Carolina      October 1993**

2785 Mitchell Dr., Suite 110  
(510) 906-0575

**ImagoImage Inc.**  
(800) 749-0575

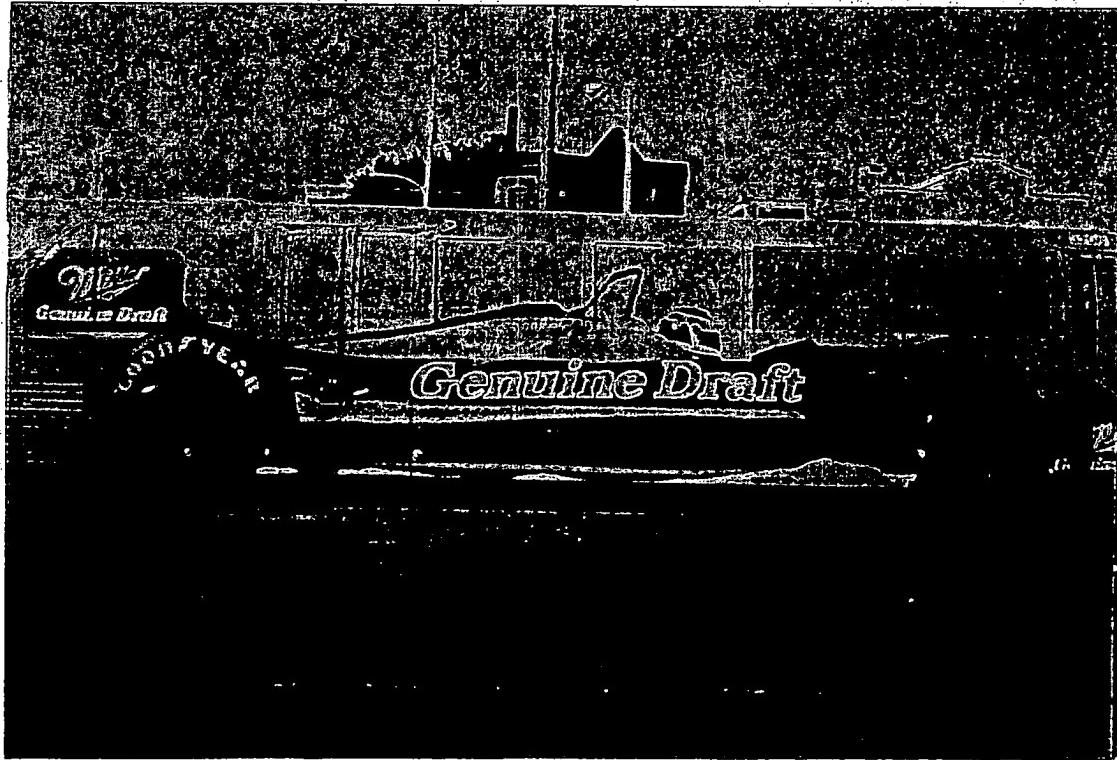
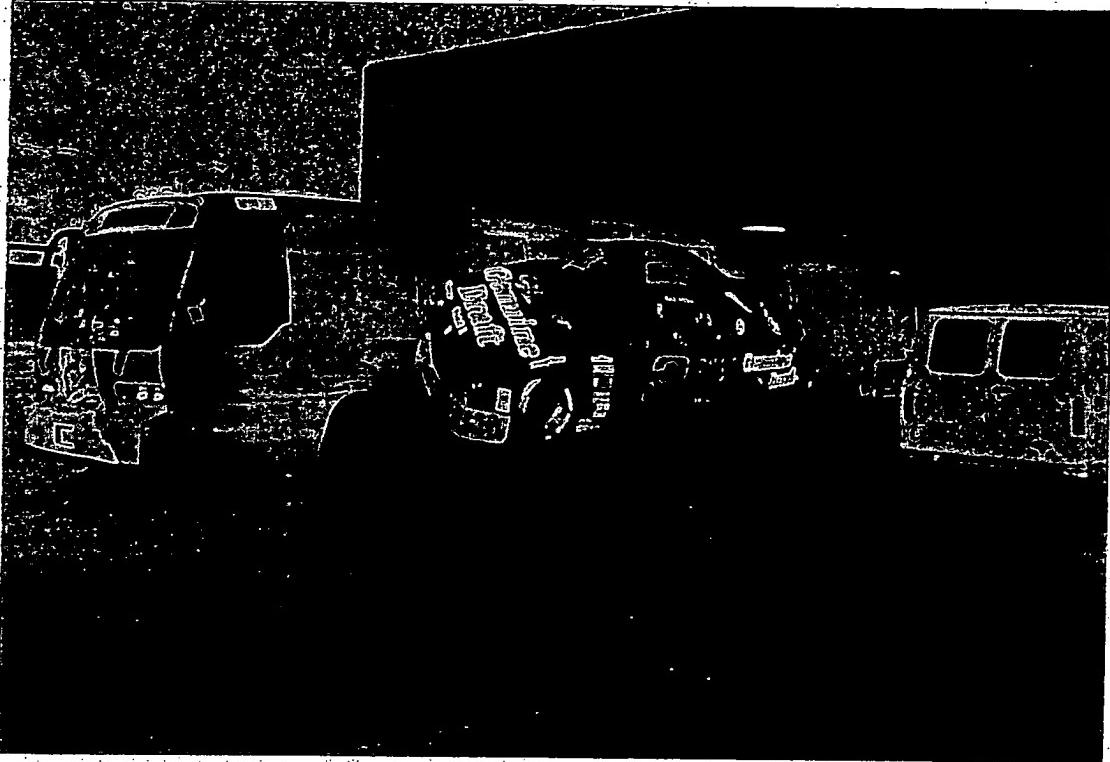
Walnut Creek, CA 94598  
FAX (510) 937-1260

# Imago ClearVue™ Scotch Print™



Fatal Instinct at the Movies  
San Ramon, California      October 1993

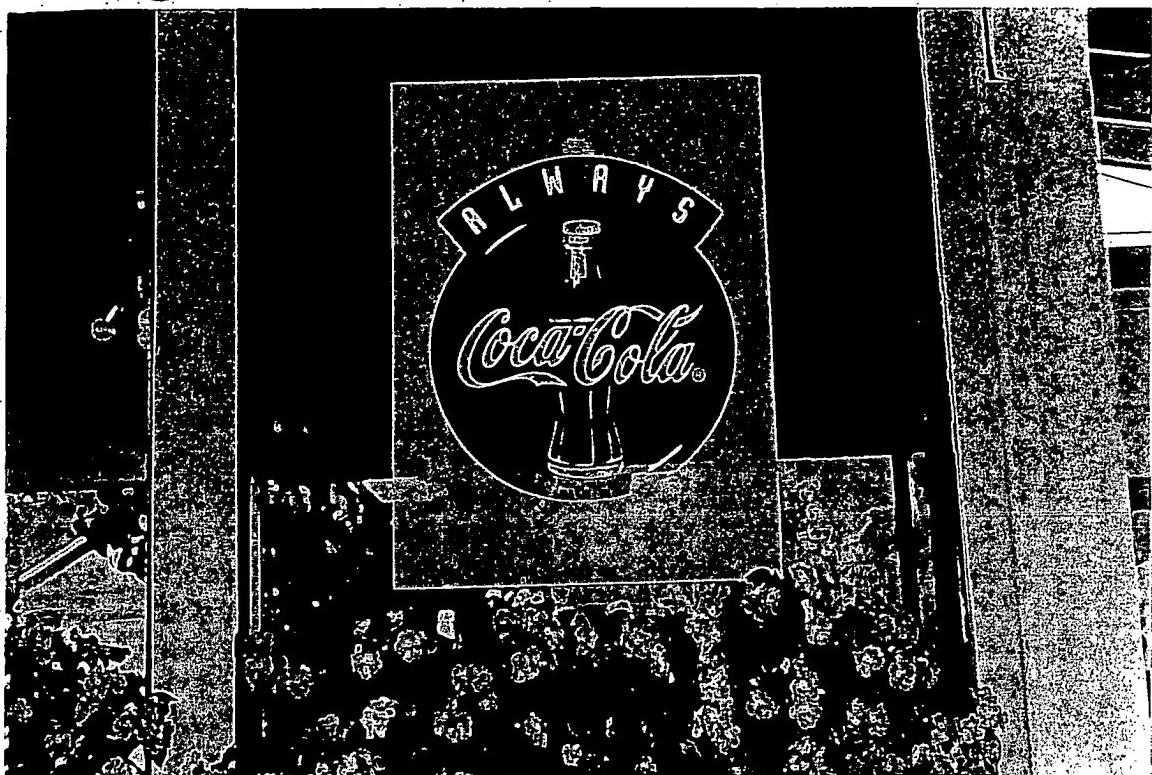
# Imago ClearVue™ Scotch Print™



**Miller Racing on the Road**  
**Milwaukee, Wisconsin**

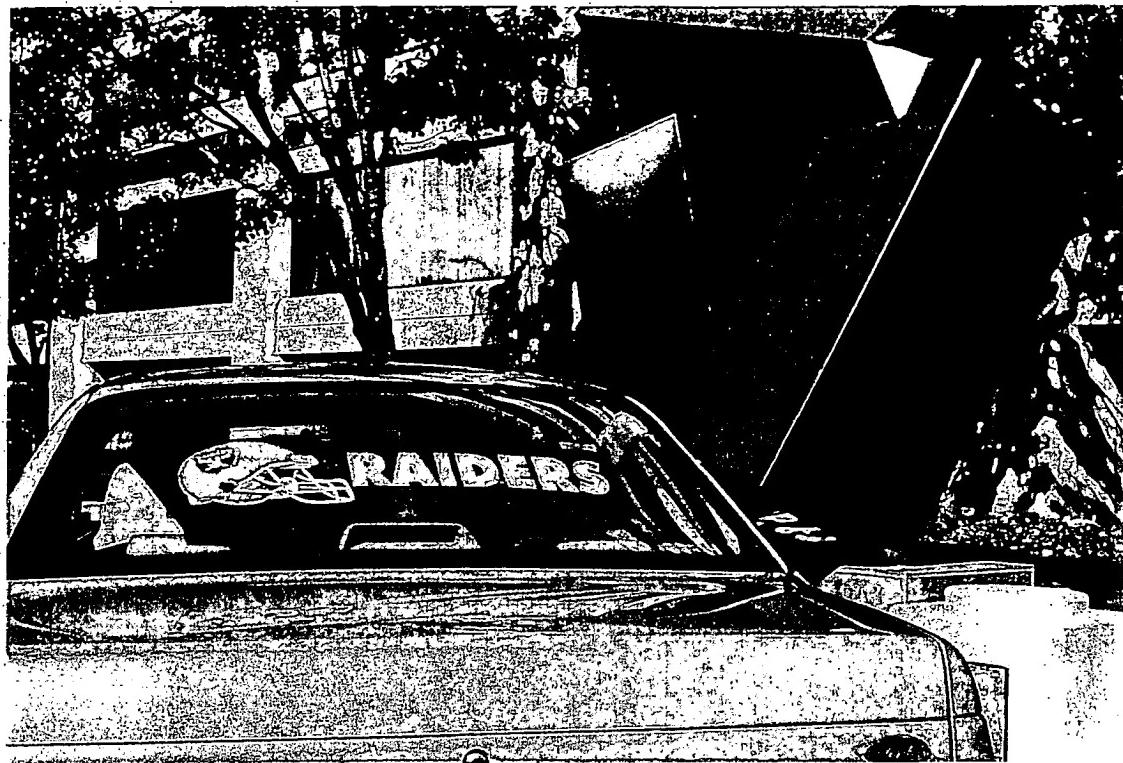
**October 1993**

# Imago ClearVue™ Screen Printed



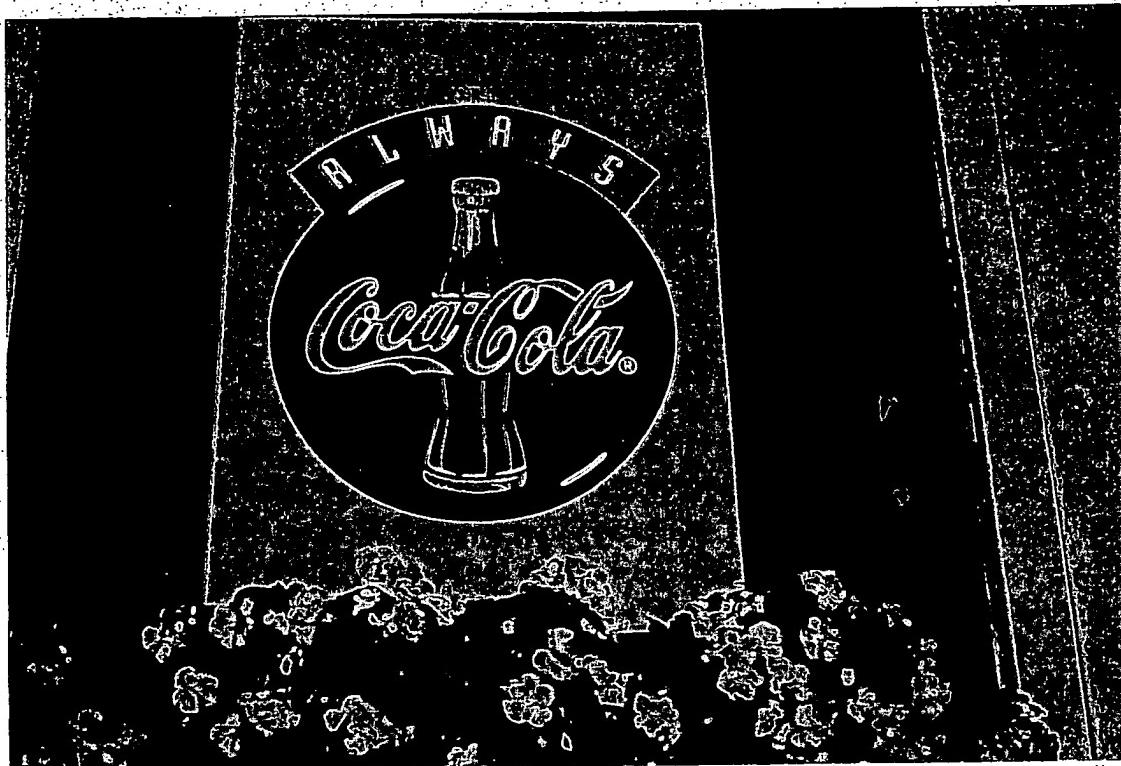
Coca-Cola at the 19th Green  
Danville, California October 1993

# Imago ClearVue™ Screen Printed



**LA Raiders on the Road**  
**Concord, California**      **October 1993**

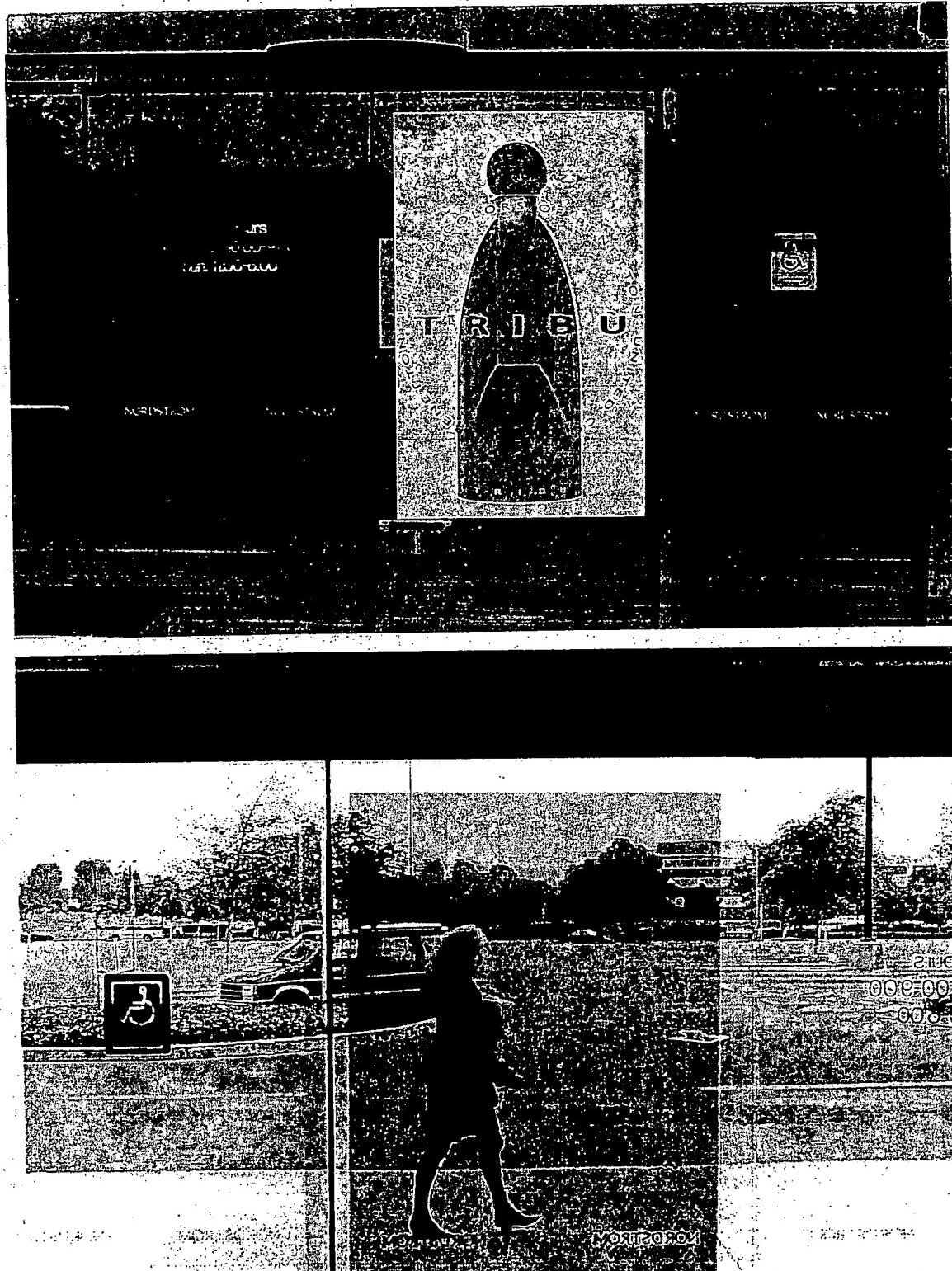
# Imago ClearVue™ Screen Printed



Coca-Cola at the 19th Green

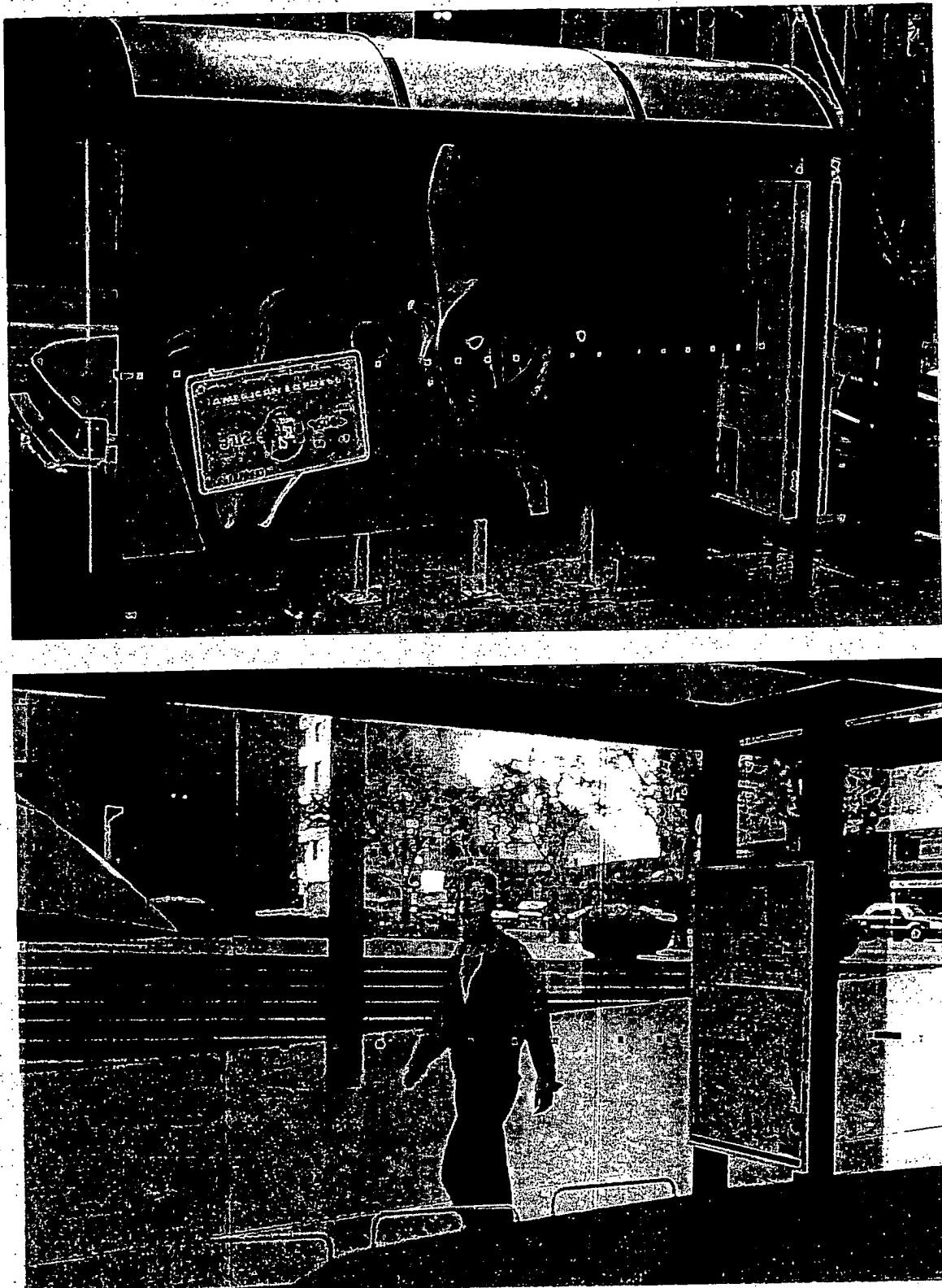
Danville, California      October 1993

# Imago ClearVue™ Scotch Print™



**Benetton at Nordstrom**  
Pleasanton, California      October 1993

# Imago ClearVue™ Scotch Print™



American Express on a Bus Stop  
San Francisco, California      October 1993



TUESDAY, AUGUST 17, 1993

75¢ (\$1.00 CANADIAN)

# THE CHRISTIAN SCIENCE MONITOR

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VOL. 15, NO. 183

## Hey! Hollywood Megahits Roll Down Streets of L.A. As 3-D Computer Graphics

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**By Daniel B. Wood**

Staff writer of The Christian Science Monitor

---

**LOS ANGELES**

---

LIKE the fist of a cinematic cyborg, delivering a last-minute blow to the latest villain of the silver screen, Hollywood is reaching out to help knock out Los Angeles's budget problems. While the film industry is having one of its best-ever blockbuster summers — led by such hits as "Jurassic Park" (\$300 million in domestic gross), "The Firm" (\$133 million), and "Sleepless in Seattle" (over \$100 million) — Los Angeles County is having one of its worst, looking for ways to trim \$700 million from its 1993-94 budget.

Enter Orion Pictures, which last week came up with a way to keep enthusiasm rolling for sequels to its own megahit, "RoboCop," by keeping tires turning for the cost-cutting Metropolitan Transportation Authority (MTA). The idea: 40-foot, street-level, mobile billboards, with 3-D, computer-generated graphics.

"Like every other public agency that depends on sales-tax rev-

See **HOLLYWOOD** page 4

## HOLLYWOOD from page 1

venue, we're experiencing shortfalls," said MTA spokeswoman Stephanie Brady at the unveiling of the program's first two buses last week. "So we have to be as creative as we can in exploring new revenue streams." The agency just finished trimming \$117 million from its budget last year, only to face \$140 million more in cuts this year.

The first ad campaign of its kind in Los Angeles County, the new rolling billboard campaign is expected to bring the MTA about \$570,000 over three years while turning 100 buses into mobile advertisements for movies and other products. Denise Quon, Orion's vice president for media, said the buses are a first for Orion, and that she expects other studios to soon follow the lead in advertising big releases.

Frank Sandusky, regional manager for TDI, the advertising firm that oversees advertising for the MTA, expects several other major studios to soon follow suit because the idea takes a giant leap beyond the traditional, billboard-type ads.

"Compared to a freeway painted bulletin,

this hits viewers at eye level, while moving ... the impact is far greater," he says. Already used on a small scale since November in Phoenix and San Francisco for such clients as Crystal Pepsi, the idea comes at a perfect time for Hollywood hypesters and county cost-cutters, he adds.

If the first year goes well, a 100-bus program for two ensuing years would bring in another \$400,000 in revenue as part of a contract between the MTA and a firm called TDI, an advertising arm of MTA.

Unlike normal advertisements, which are attached like billboards to the sides of buses, the new method contains photorealistic coloring placed on easily removable self-adhesive vinyl, which is applied directly to the bus's surface.

Though it appears from the outside that the ad covers the bus's windows, officials say a special window application makes the ad invisible from the inside of the bus, causing no obstruction or safety hazard to passengers or operator.

"We expect the public will like the idea and consider it fun," says Greg Davy, a spokesman for the MTA.



KELLY HARRING/GRANATA

**ROBOCOP 3 AD COVERS MTA BUS:** The jumbo advertisements are turning heads on MTA's Line 20, serving Wilshire Blvd., which stretches from downtown to the ocean.

AUSTRALIA

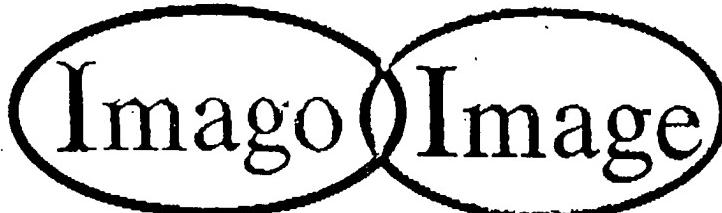
*Patents Act 1990*

IN THE MATTER OF Clear Focus Patents  
and Patent Applications

This is Exhibit TC-4 referred to in the Statutory Declaration of Trevor Cunningham made before me

DATED this 12th Day of February 2001

.....  
  
Justice of the Peace



## FAX TRANSMITTAL

FAX TO : Mr. Trevor Cunningham  
Allprint Graphics Pty. Ltd.

FAX NO : 011/61/2/898-0979

DATE : Nov. 10, 1993

FROM : Greg Ross  
ImagoImage Inc.

No. of pages including this page: 1

---

Dear Trevor:

Thank you for your fax of 9/11/93. I would be very happy to take your input for "Space Sellers" for ImagoImage in Australia. I have held the morning of the 14th available from 8 a.m. I need to leave your office in sufficient time to be at an ad agency, in the city, at 2 p.m. However, I am sure we could arrange some time on either Monday afternoon the 13th, or, on Thursday morning the 16th according to your schedule. Please let me know so that I can hold the space open in my diary.

Secondly, I will arrange for 600mm x 900mm sheets of ImagoImage material, for Screenprinting, to be shipped to you directly from American Mirrex Corp., Wilmington, Delaware, U.S.A. We will provide the material at no charge, but ask that you handle freight and any customs, or clearance charges at your end. Please confirm that this is agreeable. You may also care to indicate how many sheets you would like to have for print testing and samples.

It was a pleasure to meet you and Margaret at New Orleans, and trust you had a pleasant trip home via Osaka.

Looking forward to our meeting in your office on the 14th and other days as required.

Best Regards,

A handwritten signature in black ink that reads "Greg Ross".

Gregory E. Ross  
Vice President Licensing  
ImagoImage Inc.



## FAX TRANSMITTAL

FAX TO : Mr. Trevor Cunningham  
Allprint Graphics Pty. Ltd.

FAX NO : 011/61/2/898-0979

DATE : Nov. 17, 1993

FROM : Greg Ross  
ImagoImage Inc.

No. of pages including this page: 1

=====

Dear Trevor:

Reference your fax of 16/11/93. Monday 13th December at 2 p.m. is fine. Please confirm that you will be available at that time.

Yes, I would like to meet with other Screenprinters based upon your introduction.

Secondly, 50 sheets of 2' x 3' samples of material will be sent to you, via DHL, directly from American Mirrex in Delaware, U.S.A., around the end of November.

Looking forward to your reply and confirmation.

Best Regards,

A handwritten signature in black ink, appearing to read "Gregory E. Ross".

Gregory E. Ross  
Vice President Licensing  
ImagoImage Inc.



## FAX TRANSMITTAL

**FAX TO :** Mr. Trevor Cunningham  
Allprint Graphics Pty. Ltd.

**FAX NO :** 011/61/2/898-0979

**DATE :** Nov. 18, 1993

**FROM :** Greg Ross  
ImagoImage Inc.

**No. of pages including this page:** 1

=====

Dear Trevor:

Thanks for your fax of 18/11/93 and your offer of transportation. I will have a car and look forward to meeting at your office at Rydalmere.

Thank you also for inviting Peter Smith and Richard Starkins to our meeting on Monday. I have the remainder of the afternoon open and we can continue into the evening, if need be. Could you ask both gentlemen to bring some brochures about their company to the meeting to help give me a better understanding about their business.

Of course, I will bring additional Imago information to give to them.

I will be leaving the U.S.A. on Wednesday the 8th, U.S. time and will be arriving in Sydney on Friday morning the 10th. I will try to call you on that day, assuming that I am not sleeping, if not, I will definitely be at your office on Monday at 2 p.m.

Looking forward to our meeting.

Best Regards,

A handwritten signature in black ink, appearing to read "Greg Ross".

Gregory E. Ross  
Vice President Licensing  
ImagoImage Inc.

# Imago Image

## FAX TRANSMITTAL

FAX TO : Mr. Trevor Cunningham  
Allprint Graphics Pty. Ltd.

FAX NO : 011/61/2/898-0979

DATE : Nov. 24, 1993

FROM : Greg Ross  
ImagoImage Inc.

No. of pages including this page: 1

=====

Dear Trevor:

Through some appointment re-scheduling I have been able to make all of Monday, December 13th available for you. If this is convenient, I could be at your office at 9:30-10:00 a.m.

If this is suitable and helps you make better arrangements, please confirm by return fax.

Best Regards,

*Greg*

Gregory E. Ross  
Vice President Licensing  
ImagoImage Inc.

*P.S. sheets should be sent next week.*

# Imago Image

## FAX TRANSMITTAL

FAX TO : Mr. Trevor Cunningham  
Allprint Graphics Pty. Ltd.

FAX NO : 011/61/2/898-0979

DATE : Nov. 24, 1993

FROM : Greg Ross  
ImagoImage Inc.

No. of pages including this page: 1

=====  
Dear Trevor:

Thanks for your fax of 25/11/93. I will arrive at your office around 11:00 a.m. on Monday, December 13th.

Regarding ScreenPrint Productions, please do not include them in your invitations to attend.

I have requested specifications on product life cycles in different UV environments and pricing which I will forward onto you as soon as I receive them. Tomorrow is the American Thanksgiving holiday and most offices will reopen on Monday.

Consequently, I won't have this information until next week, but will forward it onto you as soon as I receive it.

Best Regards,



Gregory E. Ross  
Vice President Licensing  
ImagoImage Inc.



# ALLPRINT GRAPHICS PTY LTD

14 PIKE STREET • P.O. BOX 98 • RYDALMERE • NSW • 2116 • AUSTRALIA  
PHONE: (02) 898 0500 FAX: (02) 898 0979

FAX TO:

RICHARD STOCKING

SUBJECT:

FROM:

Travis Cunningham

TOTAL NO. OF SHEETS  
INCLUDING THIS PAGE:

DATE:

16/12/93

Report on American Reel 16/12/93

After still having no reply to last Monday evenings fax I phoned Lanny Walker this morning & left message he returned my call & informed me that Richard Stock was on the way, 100 sheets with backing paper to account + 100 sheets with backing paper + 1 reel without backing paper to get print. I phoned to say the reel was 150000, however he said it would have had 150000.

WEIGHT 36" X 120' = 45lb INCLD SHPPNG BOX.

100000 Stock U.S. \$5.05 3 square yards +  
U.S. 25¢ per square foot to Peacocke.

(NO BACKING PAPER.)

Sheets. \$5.05 3 square yards + perforating.

30¢ per square foot. (INCLUDES BACKING SHEET).

He long later to say they had problems with the conveyor putting on the backing sheet so only 12 sheets per consignment were back backing sheet (put on by hand)

He said all detail above would be confirmed by fax.



# ALLPRINT GRAPHICS PTY LTD

14 PIKE STREET • P.O. BOX 98 • RYDALMERE • NSW • 2116 • AUSTRALIA  
PHONE: (02) 898 0500 FAX: (02) 898 0979

FAX TO:	Peter Smith	SUBJECT:
FROM:	Tzora Cunningham	TOTAL NO. OF SHEETS INCLUDING THIS PAGE: 1
		DATE: 16/12/93

Report on American Mirrex 16/12/93.

AFTER STILL HAVING NO REPLY TO LAST  
MONDAY EVENINGS FAX ! PHONED LARRY  
WALKER THIS MORNING & LEFT MESSAGE. HE  
REVIEWED MY CALL & INFORMED ME THAT;  
# STOCK WAS ON THE WAY, 100 SHEETS WITH  
BACKING PAPER TO ALLPRINT & 150 SHEETS  
WITH BACKING PAPER & 1 REEL WITHOUT BACKING  
PAPER TO HOT PRINT. I ASKED IF THE  
REEL WAS USELESS, HOWEVER HE SAID IT WOULD  
SHOW HOW IT TRAVELED.

WEIGHT 36" X 120" = 45lb INCLUDES SHIPPING BOX.

Pieces Rose Stock \$5.85 per square yard +  
U.S. 25¢ per square foot to Hotprint.  
~~NO~~ (NO BACKING PAPER.)  
Sheets \$5.05 per square yard + Hotprinting.  
30¢ per square foot. (INCLUDES BACKING SHEET)  
He long later to say they had problems with  
the conveyor putting on the backing sheet  
so only 12 sheets per consignment would  
have backing sheet (put on by hand.)  
He said all detail above would be  
confirmed by fax.

# Imago Image

## FAX TRANSMITTAL

FAX TO : Mr. Trevor Cunningham  
Allprint Graphics Pty. Ltd.

FAX NO : 011/61/2/898-0979

DATE : Jan. 3, 1994

FROM : Greg Ross  
ImagoImage Inc.

NO. OF PAGES INCLUDING COVER SHEET: 1

=====

Dear Trevor:

Trust you had a Merry Christmas and a Happy New Year.

Thank you for your hospitality during our meeting in Sydney.  
Today is my first day back in the office and information on  
sample shipments will follow.

As we discussed, a new company will act as the ImagoImage Master  
Licensor for Australia (probably under the name of ImagoImage  
Australia Pty. Ltd.). This company will be responsible for  
granting your Printer License and also organizing Public  
Relations and Marketing support. Master License Agreements  
between ImagoImage Inc. here in the U.S.A. and the Australian  
Master Licensor should be completed by early February.

With regard to your phone call of today, the Southern Imperial  
product was known to our product development people and should  
not cause any difficulties with our Patent position, but thanks  
for the message. We are always interested in being made aware of  
any potentially competitive products.

I have scheduled a tentative visit to Australia during the 2nd  
and 3rd week of March. In the meantime, we can complete all  
negotiations by phone and fax.

Best regards,

Gregory E. Ross  
Vice President Licensing  
ImagoImage Inc.

## FAX TRANSMITTAL

FAX TO : Mr. Trevor Cunningham  
Allprint Graphics Pty. Ltd.

FAX NO : 011/61/2/898-0979

DATE : January 10, 1994

FROM : Greg Ross  
ImagoImage Inc.

No. of pages including this page: 1

=====

Dear Trevor and Brian:

Happy New Year!

Thank you for your fax of January 4, 1994. Sorry for the delayed reply. I have unfortunately caught a severe dose of the flu (probably due to the weather changes between Australia and here).

With regards to your U.S.A. visit, your schedule looks fine. Regretfully I doubt that I will be able to take the time to personally travel with you, but we can obviously assist you to make all of the appropriate appointments and arrangements.

I believe that schedule will be fine with regards to the purpose of your trip, which is to visit ImagoImage and also your anticipated material suppliers. I think it is also practical that you have allowed a generous amount of time to let the U.S.A. program officially start and to be able to look at both printing and material suppliers.

My intended schedule for Australia is to spend the week commencing Monday the 14th of March, in Sydney (I had originally intended to arrive on the 7th, but will extend that a week to give you time to return from your trip and to make time available the following week).

That may be the perfect time to complete the license documents officially and to welcome you to the program. Prior to that stage, the Master Licensor for Australia will be established and this should prove to be effective timing all around.

In addition, other licenses are intended for areas of:

Bus Advertising

Space Selling (billboard media licensees)

Resellers

We will still arrange to have material sent to you for your own testing, prior to your visit. I assume prices and other details should become much firmer in the meantime.

I trust you and your family, as well as Pete Smith and his family, have not incurred any losses in the terrible fires which we have watched on television here.

I trust that your New Year has started happily.

Best Regards,



Gregory E. Ross  
Vice President Licensing  
ImagoImage Inc.



# ALLPRINT GRAPHICS PTY LTD

14 PIKE STREET • P.O. BOX 98 • RYDALMERE • NSW • 2116 • AUSTRALIA  
PHONE: (02) 898 0500 FAX: (02) 898 0979

FAX TO: <i>Patrice Smith</i>	SUBJECT:
	TOTAL NO. OF SHEETS INCLUDING THIS PAGE: <i>3</i>
FROM: <i>Travco Commissions</i>	DATE: <i>20/1/94</i>

Dear Patrice

THIS FAX RECEIVED 3 PM TO-DAY

I will follow up with him THURS 26<sup>th</sup>  
Re flexcon plant & then put together  
A suggested itinerary

Travco

P.S. OUR TEST OF MATERIAL WORKED WELL

## FAX TRANSMITTAL

FAX TO : Mr. Trevor Cunningham  
Allprint Graphics Pty. Ltd.  
FAX NO : 011/61/2/898-0979

DATE : Jan. 19, 1994

FROM : Greg Ross  
ImagoImage Inc.

NO. OF PAGES INCLUDING COVER SHEET: 1

=====

Dear Trevor:

Regarding your fax dated 18.1.94.

Apologies, I am still at home recovering from a severe dose of the flu and this letter is being dictated for transmission to you.

Our launch in the States will be scheduled for early February and your visit of late February will be quite ok to visit ClearChoice Marketing. They are in the process of completing two orders, one of 25,000 panels and one of 7,000 panels and expect an additional order in February for another 25,000 panels. Here in the U.S. market these are small orders from major corporations who are starting to enter the Imago program by using the product for window advertising.

7466 Re: American Mirrex. They would be happy to meet you in Delaware (nearest airport Philadelphia International) and to take you by car to two of their facilities; one in Delaware and the other in Salisbury, Maryland. The Salisbury, Maryland plant is a major manufacturer of printed vinyls and you will see high volume printing equipment in operation there. This facility is a major supplier of wood grain vinyls for use in television and furniture manufacture where the wood appearance is in fact a printing process applied to the vinyl which is pressure sensitive and then, that, in turn, is applied to the home appliance. The other plant is one of several vinyl manufacturing facilities, and I believe that you will find this visit most informative.

Re: Flexcon. My contact there has been traveling. I am still awaiting a reply regarding which plant to visit and the approval of the schedule.

Re: Imago. Your schedule of arrival and departure dates has already been put into my diary, and we look forward to welcoming you. The nearest international airport is San Francisco, or if your flights bring you on the non-stop to L.A. then you may prefer to connect to Oakland Airport, which is on the east bay of San Francisco and is closer to our office. As the time gets closer, please give me your schedule and we will be happy to arrange nearby, suitable accommodation.

Re: 3m. At this time 3M will not have a Screen Print material in production and a visit to St. Paul may not offer you any benefit. Included in your visit to San Francisco we will make a visit to SuperGraphic Inc. of Sunnyvale, California. This is one of our earlier licensees who is very actively involved in printing for the bus industry and you may find their technology interesting.

Re: UV Inks. The R & D lab at American Mirrex have been working on the UV Ink problem since I received your fax. The initial responses are that it may be necessary to change the UV exposure time or intensity to achieve a better result. Alternatively, different inks, in combination with the present vinyl and the UV exposure level and time factor produce the result you want. I gather a reasonable amount of silk screen printing with UV inks has occurred on this particular white vinyl. They are going to come back to me when they have a more definitive answer.

When my voice improves I will be happy to call you and talk with you personally.

I will have this fax sent from the nearest Creative Minds office to speed up delivery to you.

Best Regards,

Gregory E. Ross  
Vice President Licensing  
ImagoImage Inc.



# ALLPRINT GRAPHICS PTY LTD

14 PIKE STREET • P.O. BOX 98 • RYDALMERE • NSW • 2116 • AUSTRALIA  
PHONE: (02) 898 0500      FAX: (02) 898 0979

FAX TO:

P. SMITH, R. STARKINS, B WOOD.

SUBJECT:

FROM:

TREVOR CUNNINGHAM.

TOTAL NO. OF SHEETS  
INCLUDING THIS PAGE:

2

DATE:

28/1/94

THE ACCOMPANYING FAX IS SENT  
FAX PLANTORY & ARRIVES AFTER A  
LOT OF CHASING & PHONE CALLS BY ME  
I SUGGEST THAT WE WAIT UNTIL  
AFTER GREG'S NEXT VISIT HERE AROUND  
15<sup>TH</sup> MARCH BEFORE MAKING ANY FURTHER  
PLANS.

PLEASE PHONE ME WITH YOUR  
ESTIMATION OF THIS & I SHALL  
ADVISE GREG.

WHAT WAITING HIS VISIT PLEASE BE  
ON THE LOOKOUT FOR ANY SIGNIFICANT  
PRODUCTS AS BEEZY WOOD BELIEVES  
THIS IS A "PUNCHO" VINYL STYLE  
BEING DONE BY SOMEONE IN VICTORIA,  
WITH PATENTS PENDING.

IT IS PROBABLE THAT WE SHOULD  
TALK & MEET PRIOR TO 15<sup>TH</sup> MARCH.

REGARDS

Trevor

He THINKS THIS IS ON TAXI WINDOWS  
IN SYDNEY FOR "STAN GRANT -  
CHANNEL 7".



### FAX TRANSMITTAL

FAX TO : Mr. Trevor Cunningham  
Allprint Graphics Pty. Ltd.  
FAX NO : 011/61/2/898-0979

DATE : Jan. 26, 1994

FROM : Greg Ross  
0011.1.707.578-4395

=====

Dear Trevor:

Unfortunately I have been out of action with the flu for the last couple of weeks and I am now just catching up.

We have decided to postpone our launch here, due to material problems, some of which have been worsened by blizzards and snow in the Northeast where physical trucking and shipping has ground to a halt in this period. As an example, Tennessee Highways were totally closed to trucks for 10 days in early January. The weather has improved and things are back to normal, but we are still suffering delays and I don't feel we have adequate product here for the launch.

Therefore, realizing that you wish to take advantage of advance purchase bookings, and have 5 passengers traveling, I think it may be wiser to schedule early or mid March for your visit here. Remembering that I will be in Australia from around the 15th of March, a date that would allow you to arrive and return to Australia prior to that date may fit your schedule best.

Alternatively, you may prefer to receive samples into Australia and have my visit, prior to your trip to the States. By that time we will be assured of regular supplies of film and believe that there would be nothing to delay the program thereafter.

Please let me have your comments regarding your preference for travel plans.

Could you act as liaison and forward a copy of this fax to everyone else in the group.

Looking forward to hearing from you.

Best Regards,

Greg Ross  
Vice President Licensing  
ImageImage Inc.



# ALLPRINT GRAPHICS PTY LTD

14 PIKE STREET • P.O. BOX 98 • RYDALMERE • NSW • 2116 • AUSTRALIA  
PHONE: (02) 898 0500 FAX: (02) 898 0979

FAX TO:	SUBJECT:
P. SMITH, R. STAKKINS, B. WOOD	TOTAL NO. OF SHEETS INCLUDING THIS PAGE:
FROM: Trevor Cunningham	DATE: 4/2/94

GREG ROSS RANG THIS MORNING &  
THE FOLLOWING IS LIKELY TO HAPPEN.

- \* U.S.A. LEAVE NOW 11<sup>th</sup> MARCH
- \* HE WILL BE IN BRISBANE 17<sup>th</sup> MARCH &  
WILL BE IN TOUCH WITH B. WOOD  
BEFORE HAND TO CONSIDER A VISIT.
- \* HE WILL BE IN SYDNEY 22-25<sup>th</sup> MARCH  
& WOULD LIKE TO MEET WITH  
ACE, ARTPRINT & ALLPRINT - PROBABLY  
AT ALLPRINT. HOWEVER HE WOULD  
LIKE TO VISIT ACE AT SOME STAGE.
- \* HE WILL BE SENDING A BOX OF  
50 SHEETS 600 x 900 OF THE MIREX  
MATERIAL TO EACH OF US FOR TESTING.

RICHARD & BOBBY CONVO YOU PLEASE  
ADVISE OF A SUITABLE TIME TO  
MEET IN SYDNEY TO DISCUSS IMAGE  
IMAGE & ALSO ANY SIMILAR PRODUCTS  
ADVISE ACE & I SHOULD TALK TO P. SMITH  
& B. CUNNINGHAM.

REGARDS

Joe



INNOVATIVE PRODUCTS  
FOR TODAY AND TOMORROW

2007 LONG LEAF COURT  
SANTA ROSA, CA, USA 95403  
PHONE: (707) 578 1788  
FAX: (707) 578 4395

15 February, 1994

Mr. Trevor Cunningham  
Allprint Graphics Pty. Ltd.  
14 Pike Street  
Rydalmere, New South Wales  
AUSTRALIA 2116

Dear Trevor:

Please find enclosed two copies of the ImagoImage Patent and Trademark License Agreements.

By the time you receive this, your samples will be in shipment or in your hands. After printing, I would be pleased to receive your feedback regarding the results.

When you are ready to sign these Licenses, please sign both copies of the Licenses and Trademark Agreements, attach the cheque for \$5,000 in favour of "ImagoImage Australia Discretionary Trust", for the Initial Royalty Payment and forward it to the attention of:

ImagoImage Australia  
P.O. Box 5364  
Gold Coast Mail Centre, QLD 4217

Please send both signed copies. ImagoImage Australia will countersign them and return an original copy to you, for your files.

Although the Licenses show an Initial Royalty Payment of \$20,000, this letter is our authority for the following payment structure:

On signing:	\$5,000
3 months after signing	\$5,000
6 months after signing	\$5,000
9 months after signing	\$5,000

I have scheduled my next visit. I will be in Sydney from March 22-23, and would propose the 22nd for a meeting with the group.

Best Regards,

Gregory E. Ross

P.S. As you can see I am working from the Creative Minds office this week.

# Imago Image

## FAX TRANSMITTAL

**FAX TO :** Mr. Trevor Cunningham  
Allprint Graphics Pty. Ltd.

**FAX NO :** 011/61/2/898-0979

**DATE :** March 6, 1994

**FROM :** Greg Ross  
0011.1.707.578-4395

=====

Dear Trevor:

Please excuse the lack of correspondence of recent weeks. We have been extremely overloaded with the initial launch here in the states, compounded by a shortage of material in this first two months.

However, by the time I arrive in Australia, we anticipate being able to offer you firm delivery schedules, prices and suppliers for Imago ClearVue material and Imago SecuriVision.

SecuriVision is a new product which is intended to be used in high security applications where almost total opacity from the image side is required. Such sites would include banks, airports, security locations, etc.

May I suggest we all meet together in Sydney again, on Thursday, 24th March, at your office, this would dramatically assist my tight business schedule.

My goals at this meeting would be to provide you with all relevant information on material and to provide Australian versions of the License Agreements as originally transmitted to you.

Would you please confirm the suitability of this schedule.

Looking forward to both your reply and our next meeting.

Best Regards,



Greg Ross  
Vice President Licensing  
ImagoImage Inc.

**FAX TRANSMITTAL**

FAX TO : Mr. Trevor Cunningham  
Allprint Graphics Pty. Ltd.

FAX NO : 011/61/2/898-0979

DATE : March 15, 1994

FROM : Greg Ross  
0011.1.707.578-4395

=====

Dear Trevor:

I'm in a position of having both good news and bad news as follows.

The good news is that we have had two breakthroughs in product development which have opened up some immediate new possibilities for Imago both here and through the rest of the world. We have just succeeded in material development for electrostatic and ink jet printing and have also evolved techniques and materials for other print styles. Because of that I am needed here urgently for the area of patent filing and it is our intention to immediately file these additional patents.

The bad news is that perforated material has still been causing some delays in production and we had a production batch which was scheduled to be completed on March 9 (which I had intended to hand carry modest quantities to Australia as excess baggage). This material did not perform as anticipated and we have just modified the formulas and committed to two production batches each of one million square feet which will be through production in early April. As the purpose of my trip to Australia was to present final material and pricing, it seems wise to postpone my trip until we can achieve those objectives.

For the two reasons detailed above, I sincerely apologize that I will have to postpone my visit and have taken tentative reservations to arrive in Australia over the Anzac Day weekend. I look forward to meeting you on that visit and to finally bring our program onto an operational status.

Best Regards,



Greg Ross  
Vice President Licensing  
ImagoImage Inc.

## FAX TRANSMITTAL

FAX TO : Mr. Trevor Cunningham  
Allprint Graphics Pty. Ltd.

FAX NO : 011/61/2/898-0979

DATE : May 5, 1994

FROM : Greg Ross  
0011.1.707.578-4395

=====

Dear Trevor:

I would be pleased to received an update of your meeting of yesterday, with your group, to determine your future plans.

After reviewing the Imago position, particularly relating to international patents and materials, etc., we discovered that it was unwise of us to have our licensees providing unfinished material to a company, such as yourself, who we consider to be a potential licensee. Therefore, Linda Icard of Clear Choice Marketing/Visual Technologies, will not be able to supply you any material, whether purchased or otherwise. All sample material distribution will be handled through ImagoImage Inc.

With regard to the Australian patent position, I have spoken with our patent attorneys and the PCT (Patent Cooperation Treaty) application allows us to file any or all of our current U.S. pending patents into the Australian system. Future patents pending here have a time limit for filing in Australia. It is our assumption that most of these patents will progressively be filed in Australia also, dependent upon their content and the Australian market position.

From the content of our telephone conversation of two days ago, I believe that the next step should be for you to advise us on behalf of yourself, and, if appropriate, on behalf of the group, as to your intentions regarding the ImagoImage program.

Looking forward to your reply.

Best Regards,



Greg Ross  
Vice President Licensing  
ImagoImage Inc.



# ALLPRINT GRAPHICS PTY LTD

A.C.N. 002 665 241

GRAPHIC COMMUNICATIONS FROM CONCEPT TO COMPLETION

PHONE: (02) 898 0500

FAX: (02) 898 0979

Attn: Mr Greg Ross  
Imago Image Inc.

9th May, 1994

Dear Greg,

In reply to your fax of 5.5.94, I feel it is best if I just answer on behalf of Allprint Graphics. From when you first briefed me on your product in October 1993 I became very keen on the project and I still am.

In the ensuing 7-8 months several things have happened to cause confusion, these are:-

- \* Communications with imago have at times been very difficult.
- \* Flexcon, it seems, have had a suitable material available, which for some reason you have not wanted us to have.
- \* We have tried to get information on your patents without success (after all these are an important consideration in our payments to you).
- \* Some doubt has arisen as to how many licensees there are going to be in Australia and who they will be.

I phoned you last week as to the best of our knowledge you were here for meetings and we had not heard that you weren't coming.

To summarise the above, I repeat we are still very keen on your product but until we sit down face to face and cover all of the contentious issues, I cannot give any commitment for the future.

Please understand that at all times I have been completely straightforward with you and tried my best to organise a group of potential licensees for Australia (at your suggestion) who would be able to handle your product in a professional manner.

I look forward to meeting with you early June to discuss the above and as usual, our meeting room is available should you wish me to organise a group meeting.

Yours sincerely

Trevor Cunningham  
DIRECTOR

# ImagoImage Inc.

---

## FAX TRANSMITTAL COVER SHEET

DATE: Tuesday, May 17, 1994

TO: Mr. Peter Smith - Ace Screen Printing Pty. Ltd.  
Mr. Trevor Cunningham - All Print Graphics  
Mr. Richard Starkins - Artprint Publicity Australia  
Mr. Barry Wood - Screenprint Productions

FROM: Greg Ross

SENDER'S FAX #: 0011.1.707.578-4395

SENDER'S PHONE #: (707) 578-9488

---

Dear Gentlemen:

First, let me apologize for the delay in communicating with you. We have been working very busily on a variety of developments, the most important of which is to get our ClearVue product into a high volume, reproducible, consistent quality. We have now achieved that here in the U.S. and are ready, again, to continue our international activities.

As you are aware, I have postponed a visit to you and are now ready to complete all of our arrangements and to get you in a position to move forward with the Imago program.

I will be in Australia the week of the 6th of June and would like to propose a meeting with you on Monday the 6th at 2:30 p.m. at All Prints' office located at. Please fax me by return and let me know if this meeting time will be suitable to you.

For your information, our company, and our people, have also been busy in a variety of areas, including an expansion and imminent move to premises which are 3 times larger than the existing office. As I am sure you understand, rapid growth places demands on new companies, and I trust our service to you will only improve from now on.

Best Regards,



Gregory E. Ross

# ImagoImage Australia

## FAX TRANSMITTAL COVER SHEET

DATE Monday 28 June, 1994

TO Mr. Trevor Cunningham

FROM ALPTECH Signwriters Pty Ltd.

SUBJECT: FAX

Page 1 of 1

FROM Greg K.

SENDER INFORMATION

Dear Trevor:

Rece your fax 28/6/94. Here are the answers, in order, as requested.

1. Mark Girvan is in the stage of finalizing his license for the manual painting industry for Signwriters, who will be limited to manually applying images, such as on butcher shop windows, etc. because it is hand painted there is no way that they can be competitive against printing volume for Point of sale applications.
2. Britescrreen is on our list of possible printers, as you are.
3. Robyn Humphries is trustee of the ImagoImage Australia Trust; Robbie Goldstein is the chartered accountant who handles all financial aspects of the trust, reporting procedures, etc.
4. One-Way Imaging Technology is a name used here for our product development, and, in reviewing your file, I noticed that it accidentally got used as a fax letterhead, on a fax to you. Please ignore it, it is not a name that would be used in the marketplace.
5. Patents have not yet been issued.
6. Now that we have material available in high volume, at long last, our licensing program will be back on track here. For your information, we have also just completed a move of offices, and the international activities are now operated from :

2007 Long Leaf Ct.  
Santa Rosa, California 95403,  
phone: 707.578-1798  
fax: 707.578-4395

Inquiline Inc. has relocated to 1014 Hopper Ave. Suite 241, Santa Rosa, California 95403.

7. I will contact Richard Starkins directly to determine his interest.

In fact, for easy communication from today forward I will communicate directly with each of you separately and individually.

Thanks for your fax. Material is currently clearing customs today in Brisbane and is expected to be available to licensees in the next few days. I note that you didn't reply on my previous fax regarding the material terms, do you feel you are or not interested, as we are ready to move forward. With material available, I would like to hear from you to inquire for printing, and I know what you get from Alliant Graphics Pty. Ltd. plans are.

Best Regards,

*Greg Ross*  
Greg Ross

# One-Way Imaging Technology

## FAX TRANSMITTAL COVER SHEET

DATE: Thursday, June 16, 1994

TO: Mr. Trevor Cunningham

COMPANY: Allprint Graphics Pty. Ltd.

RECIPIENT'S FAX #: (011)612.898-0979

*Page 1 of 3*

FROM: Greg Ross

SENDER'S FAX #: (707) 578-4395

SENDER'S PHONE #: (707) 578-1788

### COMMENTS:

Dear Trevor:

Further to our meeting in Sydney on Monday, 6 June, please find following the highlights of our proposed agreement.

Can you please peruse these items and fax us by return if we have any errors that need correction prior to preparation of a formal agreement.

1. You can acquire the license by paying off the Grant Fee of \$25,000 over a twelve month period, by combining the Grant Fee with the purchase of roll stock of material, by adding \$10 per square metre to the material purchased, until the \$25,000, or twelve months is reached, whichever is the earlier.

2. The basis of this agreement will be confidential between ImagoImage Australia and your company.

3. In the event that twelve months has passed prior to paying the full \$25,000 Grant Fee, you may either terminate or pay the outstanding balance at that date to activate your license.

4. During the period from date of signing until the Grant Fee is paid, either party may terminate to the other upon thirty days written notice.

5: An order of \$5,782 will be the initial order, for 7 rolls, each roll being \$462.00 + \$84.00 (Airfreight) + \$280.00 (28 metres at \$10.00 per metre - payment towards grant fee). This means that \$1,960.00 will be applied against the grant fee. Thereafter, the product may be ordered in roll quantities, according to your needs, each roll having the \$10.00 per square metre included until the grant fee is paid off.

6. The Trademark Fee has been reduced to \$1,000 per year.

7. No minimum royalty will apply during this License acquisition period, but, upon commencement of the permanent license, the minimum monthly royalty in accordance with the license will occur thereafter.

8. The contractual structure will be an "Interim" License from the date of signing until payment of the Grant Fee. Upon completion of that payment, the License will be replaced with an identically worded License called a "Permanent License".

9. The total term for the combined Interim and Permanent License shall be five years from the date of signing of the initial agreement to acquire the Interim License.

Please confirm that this is in accordance with our verbal discussions, so that the documents can be prepared and forwarded to you promptly.

For your information, the initial launch stock of material here in the United States is a 36" wide x 100' long material with a salvage on each edge for protection during shipping of between 1/4 and 1/2". Therefore, there is 28.0 square metres per roll. An initial stock of 60 rolls has been shipped to Australia today and will be available in a Gold Coast warehouse prior to your entering into the Interim License Agreement. This stock will be airfreighted in at some higher cost. We will use airfreight to ensure your supply until the first seafreight shipment arrives. We are anticipating sending a half sea-container of this roll stock, both exterior mount and clear interior mount and will then adjust the appropriate stock levels thereafter, according to market needs.

The shipping warehouse facility is being operated by Imago Distribution Company, of 53 Thomas Drive, Chevron Island, QLD 4217, under the auspices of ImagoImage Australia, but as a separate trading company.

Interior mount is a clear material with a low-tack adhesive. This material will be through production here early next week. We will arrange a separate airfreight shipment for those rolls.

The intention is to offer a semi-permanent adhesive with the exterior mount product, to make it harder to remove from windows, and to use a low-tack adhesive for the interior mount, (clear product), to make it easier to remove from the interior of shop windows.

At this moment, the clear product is costing more to manufacture due to the stringent optical quality standards that we have set. However, I don't expect the price differential to be great. As soon as this large volume production batch is finished, we will be in a position to give you firm pricing, valid for twelve months, subject, as we discussed, to exchange rate fluctuations greater than 1.5 points on the exchange rate index.

Looking forward to your reply.

Best Regards,

Greg

Greg Ross

I never: If you can reply today,  
complete everything tomorrow (FRIDAY)  
HCC

# MONOCOMM AUSTRALIA

FAX TRANSMISSION REPORT

DATE: 1 July, 1994

TO: Mr Trevor Cunningham

FROM:

Image Graphics Pty Ltd

IMAGE GRAPHICS

Image Graphics Pty Ltd

1 July 1994

FROM: Greg Ross

IMAGE GRAPHICS

Image Graphics Pty Ltd

REASON FOR PHONE CALL:

Dear Trevor:

Thank you for your fax 1/7/94.

We have recorded your decision in our files accordingly.

Best Regards,

  
Greg Ross

# IMAGOMAGE AUSTRALIA

## FAX TRANSMITTAL COVER SHEET

DATE Sunday 3 July, 1994

TO Mr Trevor Cunningham

COMPANY Allprint Graphics Pty Ltd

RECEIVER'S NAME (01)612.898.0971

Model 1

FROM Greg Ross

RECEIVER'S ADDRESS (01)612.898.0971

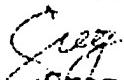
SENDER'S PHONE # (01)612.898.0971

Dear Trevor:

Thank you for your fax 1/7/94.

We have recorded your decision in our files accordingly.

Best Regards,

  
Greg Ross

Dear Greg,

2/7/94

At this time we are not prepared to sign any agreement with Imago Image due to the following reasons;

\*Your operating plans have changed dramatically since our meeting in New Orleans in November '93.

\*You have failed to convince us of the long term viability of Imago Image i.e.

- No patents issued [which after all is what we would be paying for]
- No Licencees in America.

- Not being prepared to show written evidence of the financial position of Imago Image.

- Not being prepared to tell the truth originally about the Flexcon material, which after all is proven and being used commercially.

We have thought long and hard before making this decision, as from the outset we were excited about the product and how we could market it in Australia, however for the above reasons we are not prepared to make a commitment until much more evidence is available as to your viability. Should you wish to discuss these comments when you are next in Australia I would be happy to do so as I believe they are constructive and things that you will have to address at some stage in the future.

Yours sincerely,



Trevor Cunningham.

# IMAGOLIMAGE AUSTRALIA

## FAX TRANSMITTAL COVER SHEET

DATE: Monday 27 June, 1994

TO: Mr. Trevor Cunningham

COMPANY: Allprint Graphics Pty. Ltd.

RECIPIENT'S FAX #: (011)612.898-0979

*Page 1 of 1*

FROM: Greg Ross

SENDER'S FAX #: (707) 578-4395

SENDER'S PHONE #: (707)

Dear Trevor:

We have a batch of clear material (interior mount) going through production this week. I will be sending you the FEDEX envelope of cut sheet next week and will be having clear roll stock shipped into Australia.

Of course, we also have the 40' rolls (exterior mount) each 36" x 100' arriving today, Monday the 27th. After clearing customs, this product will be available to our licensees for immediate delivery. Additional shipments by air and sea are following and the stock levels will be adjusted with the intention of providing local supply, hereafter.

Would you please respond to my fax of 16 June, to confirm that I have the correct understanding of our agreement concerning the time payment of your license grant fee, so that I can prepare those documents.

Have you spoken with Richard Starkins to confirm his interest in proceeding on the same basis, or, if he prefers, on the original basis of the \$20,000 Grant Fee being paid upfront?

Looking forward to hearing from you.

Best Regards,

Greg Ross  
cc: Robyn Humphries, Robbie Goldstein

AUSTRALIA

*Patents Act 1990*

**IN THE MATTER OF** Clear Focus Patents  
and Patent Applications

This is Exhibit TC-5 referred to in the Statutory Declaration of Trevor Cunningham made before me

DATED this 21st Day of February 2001



.....  
Justice of the Peace



**SOUTHERN PRESTIGE INDS., INC.**  
117 HATFIELD ROAD  
STATESVILLE, NORTH CAROLINA 28677

**SOLD TO:** ROLL PRINT GRAPHICS, P.TY.LTD  
14 PIKE ST  
rydalmer, sidney N.S.W. 2116  
**AUSTRALIA**

SHIP  
TO:

SOUTHERN  
PRESTIGE INDUSTRY

卷之三

INVOICE DATE	INVOICE NO.
00002	12/21/
\$ <u>AMOUNT REMITTED</u>	
<p>Please return this portion of the invoice with your payment.</p>	
<u>TOTAL AMOUNT DUE</u>	
\$1.00	



## UPS WORLDWIDE SERVICES



United Parcel Service

UPS WAYBILL

UPS SHIPPER NUMBER  
312 76 3UPS WAYBILL/ TRACKING NO.  
4812 9334 32

NAME OF SENDER <i>J. G. Phillips</i>	TELEPHONE/TELEX NO., VERY IMPORTANT <i>604-822-5629</i>
COMPANY NAME AND ADDRESS <i>Southern Prestige Importers, Inc.</i> <i>47, 1st Street East</i> <i>St. John's NF</i> <i>A1C 6J7</i>	
COUNTRY <i>NL</i>	
NAME OF CONTACT PERSON <i>Rebekah Phillips</i>	TELEPHONE/TELEX NO., VERY IMPORTANT
COMPANY NAME AND ADDRESS <i>Southern Prestige Importers, Inc.</i> <i>47, 1st Street East</i> <i>St. John's NF</i> <i>A1C 6J7</i>	
CONSIGNEE'S UPS ACCOUNT NO.	IDENTIFICATION NO. FOR CUSTOMS PURPOSES (V.A.T., IMPORTER'S NO., ETC.)

UNABLE TO DELIVER

REASON:

SHIPMENT DISPOSITION: (TRANSMIT DETAILS TO UPS WHEN COMPLETED)

AUTHORIZATION TO:  RETURN  ABANDON

BY (CONTACT NAME):

DATE:  
*11*

## EXCEPTION REPORT - SECOND DELIVERY ATTEMPT

DESTINATION: COMPLETE ITEMS 1, 2 AND 3 WHEN SHIPMENT CANNOT BE DELIVERED ON SCHEDULED DAY. TRANSMIT DETAILS WHEN COMPLETED (SAME DAY)

## 1 REASON FOR NON-DELIVERY

- 45.DAMAGED
- 46.OUT OF AREA SERVED
- 48.NO ONE TO SIGN FOR SHIPMENT
- 50.INCORRECT/BAD ADDRESS
- 51.NO MONEY(COD/COLLECT)
- 53.SHIPMENT REFUSED
- 54.HOLD FOR CUSTOMER PICKUP OR FUTURE DELIVERY
- 55.CLOSED

 57.NO DELIVERY ATTEMPT ON SCHEDULED DAY (EXPLAIN): 74.CANNOT CONTACT CONSIGNEE FOR CUSTOMS CLEARANCE (EXPLAIN): 99.OTHER (EXPLAIN):

## ALL OTHER CODES

 CODE: \_\_\_\_\_  
(EXPLAIN): \_\_\_\_\_2 UPS SHIPPER NUMBER (FROM ABOVE)  
4812 9334 32WAYBILL/TRACKING NUMBER  
4812 9334 323 DATE:  
*11*TIME:  
*11*

## EXCEPTION REPORT - FIRST DELIVERY ATTEMPT

DESTINATION: COMPLETE ITEMS 1, 2 AND 3 WHEN SHIPMENT CANNOT BE DELIVERED ON SCHEDULED DAY. TRANSMIT DETAILS WHEN COMPLETED (SAME DAY)

## 1 REASON FOR NON-DELIVERY

- 45.DAMAGED
- 46.OUT OF AREA SERVED
- 48.NO ONE TO SIGN FOR SHIPMENT
- 50.INCORRECT/BAD ADDRESS
- 51.NO MONEY(COD/COLLECT)
- 53.SHIPMENT REFUSED
- 54.HOLD FOR CUSTOMER PICKUP OR FUTURE DELIVERY
- 55.CLOSED

 57.NO DELIVERY ATTEMPT ON SCHEDULED DAY (EXPLAIN): 74.CANNOT CONTACT CONSIGNEE FOR CUSTOMS CLEARANCE (EXPLAIN): 99.OTHER (EXPLAIN):

## ALL OTHER CODES

 CODE: \_\_\_\_\_  
(EXPLAIN): \_\_\_\_\_

2 UPS SHIPPER NUMBER (FROM ABOVE)

WAYBILL/TRACKING NUMBER  
4812 9334 323 DATE:  
*11*TIME:  
*11*

1875714 6/92 S

P.O.D. COPY: NOT FOR USE IN CANADA, GERMANY AND THE UNITED STATES.



TIME:	DRIVER PLEASE PRINT RECEIVER'S FIRST INITIAL, LAST NAME:	REMARKS:
SERVICE OPTION		
WORLDWIDE EXPRESS SERVICE		
WORLDWIDE EXPEDITED SERVICE		

NUMB  
PACK  
IN SHIP

## P.O.D. (PROOF OF DELIVERY)

RECEIVER'S SIGNATURE  
*John Phillips*

X

DRIVER PLEASE PRINT RECEIVERS FIRST INITIAL, LAST NAME:

## SPECIAL INSTRUCTIONS

DECLARED VALUE OF SHIPMENT FOR INSURANCE ONLY (US \$)  
*100.00*DECLARED VALUE OF SHIPMENT FOR CUSTOMS (US \$)  
*100.00*

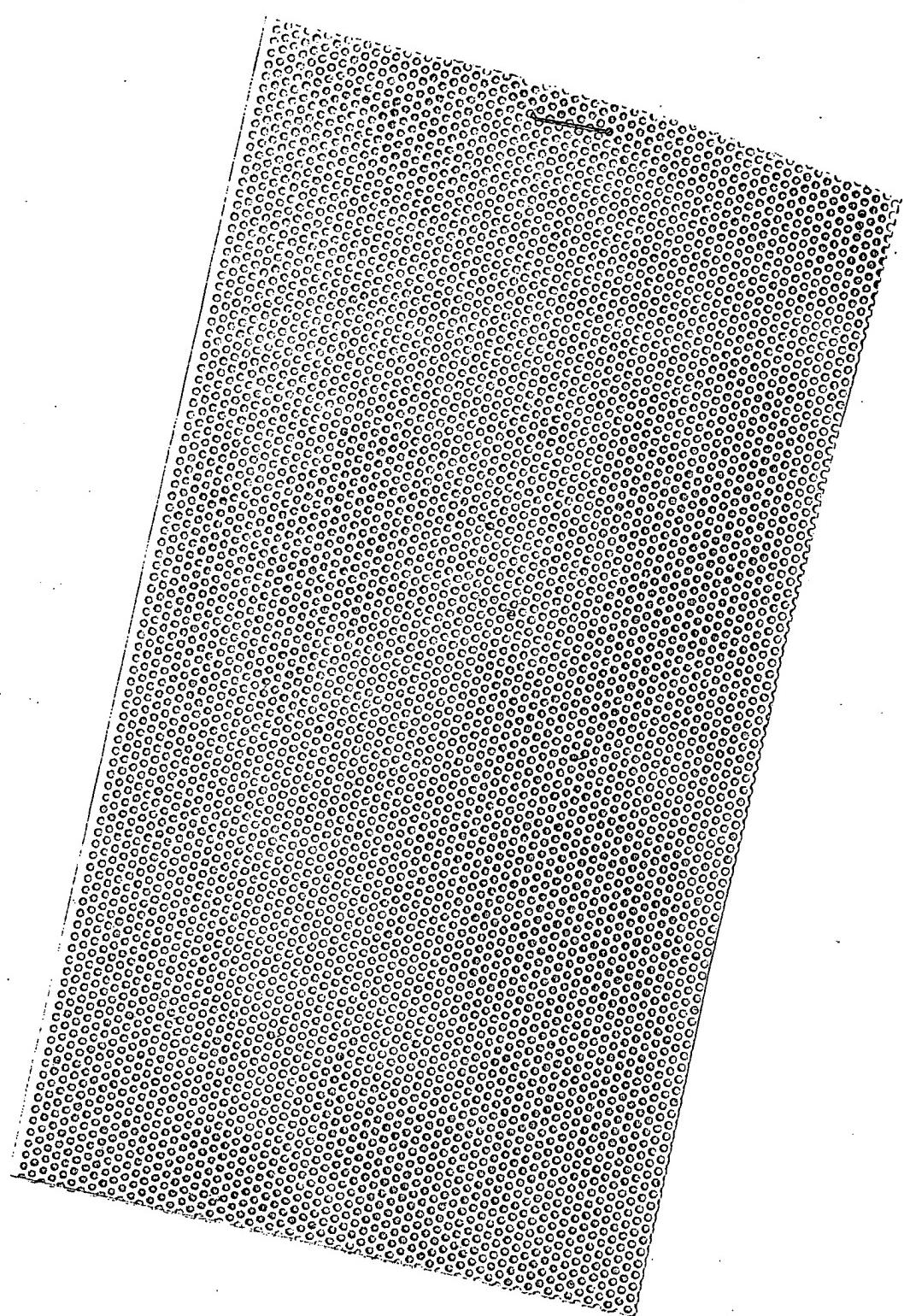
## UPS WAYBILL/TRACKING

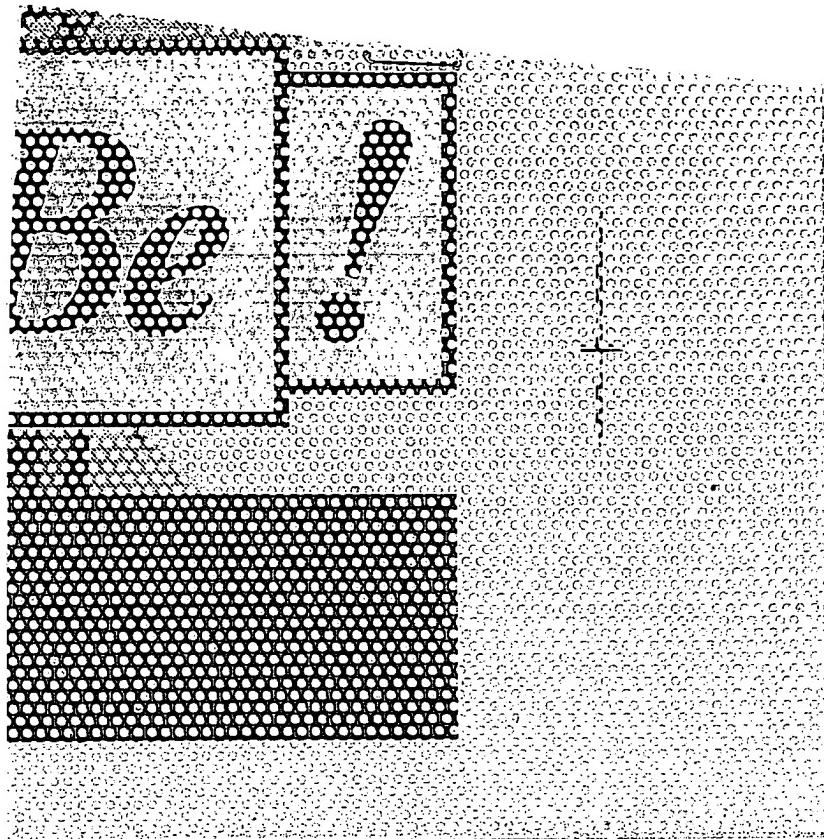
4812 9334 329

DELIVERY DATE:  
*11*TIME:  
*11*

FS 013

IFS 013





**Exhibit H**

## PARTNERSHIP AGREEMENT

This Agreement is made and entered into this 7 day of April, 1993, by and between the following parties:

Michael Luckman, of Blackhawk, CA,  
Rodney Shields, of Danville, CA,  
Viking Precision Projects Corp., of Reno, NV.

1. NAME. The name of the partnership shall be: ImagoImage PARTNERS.
2. LOCATION. The original place of business of the partnership shall be at: 2007 Long Leaf Court  
Santa Rosa CA 95403
3. PURPOSE. The purpose of the partnership shall be to incorporate a new company in the state of Nevada, and thence to engage in the business of Licensing ImagoImage Rights to Licensees who may make and sell the product to Licensees granted the right to sell, rent or otherwise earn income from the product, and such other related activities as may be agreed upon by all the partners.
4. DURATION. The partnership shall continue until terminated as provided herein, or upon dissolution by operation of law, or upon incorporation of ImagoImage Inc.
5. CAPITAL. The initial capital and ownership interest shall be located as follows:

Partner	Amount	Ownership Interest
Michael Luckman	\$1.00	33.333%
Rodney Shields	\$1.00	33.333%
Viking	\$1.00	33.333%

The partners shall contribute in proportionate shares any additional capital they may deem necessary for the operation of the partnership business.
6. PROFITS AND LOSSES. The net profits and losses of the partnership shall be apportioned among the partners in proportion to their ownership interest.
7. MANAGEMENT. The partners shall have equal rights in the management of the partnership business, and each shall have an equal voice in the determination of partnership policy.
8. SALARIES. No partner shall receive a salary or other compensation for services to the partnership unless otherwise unanimously agreed by the partners.
9. LOANS BY PARTNERS. With the written consent of the other partners, any partner may advance money to the partnership in excess of the capital contributed as set forth in Paragraph 5. The amount of money advanced shall be deemed a loan to the partnership and shall bear interest of three (3%) percent above prime rate until repaid.
10. DUTIES. Each partner shall devote his time and best efforts on behalf of the partnership business.

11. PARTNERSHIP BOOKS. The partnership shall maintain full and accurate accounting records, which records shall be open to inspection by each partner at all reasonable times. The fiscal year of the partnership shall end on December 31 of each year.

12. BANK ACCOUNTS. All partnership funds shall be deposited in a bank or banks designated by the partners. Checks and withdrawals from the partnership bank account(s) shall be only for partnership purposes, and each such check or withdrawal must be signed by any two partners.

13. PARTNERS ROLE. A partner's role shall be generally defined as follows:  
Michael Luckman - marketing of Licenses to Licensees in  
the U.S.A., and some international markets, inc. UK.  
Rodney Shields - technical development, training of manufacturing  
licenses, supervision of quality control,  
introduction of improvements, as and when they occur.  
Viking Precision- business administration and management together with  
(Gregory Ross) some international markets.

All partners shall generally assist each other in the development of the business in the short and long term.

14. SALE OF PARTNERSHIP INTEREST. In the event of death, incapacity or bankruptcy of any partner, said partners interest will be offered in the first instance to all other partners in equal proportion. In the event that any partner does not wish to acquire this interest at current market value, then any remaining partner may purchase the full interest of the retiring partner. Should none of the remaining partners purchase the retiring partners interest, then the retiring partners interest would be offered to third parties acceptable to the remaining partners, such acceptance and approval not to be unreasonably withheld.

15. CORPORATION SHAREHOLDING. Upon incorporation, each of the partners may select an identity, whether personal, partnership or corporation, trust, etc. to hold their respective 1/3 shares in the new corporation.

16. AUTHORITY. No partner shall, except with the prior written consent of all the other partners:

a. Enter into any contract or other obligation of the partnership except within the ordinary course of business.

b. Pledge, hypothecate or in any other manner transfer or encumber his interest in the partnership.

c. Borrow money in the firm name or use collateral owned by the partnership as security for any loan.

d. Transfer, assign, pledge, release, or compromise any debt or obligation due the partnership, except upon payment in full.

e. Make, execute, or deliver any confession of judgement, deed, guarantee, lease, bond, or contract to sell all or substantially all of the property of the partnership.

f. Become a surety or guarantor of any obligation except on behalf of his spouse or children.

17. TERMINATION. The partnership shall terminate upon the death or incapacity of any partners, or by mutual agreement, or upon request for termination by any one partner, or upon incorporation of ImagoImage Inc. Upon termination because of death, incapacity, or request, the remaining partners shall have the right to continue the business of the partnership on their own behalf or with new additional partners, provided they pay the

terminated partner the fair value of his partnership interest together with suitable indemnification for all their existing partnership obligation.

18. This agreement, shall be construed and enforced in accordance with the laws of the State of California. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Sonoma County, State of California. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

19. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

**IN WITNESS WHEREOF**, the parties hereby have executed this Agreement on the day and year first above written.

Signed, sealed and delivered in the presence of:

"PARTNERS"

Witness: \_\_\_\_\_



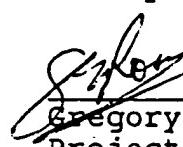
Michael Luckman

Witness: \_\_\_\_\_



Rodney Shields

Witness: \_\_\_\_\_



Gregory Ross, President Viking Precision,  
Projects Corp., under a Resolution of  
it's Board of Directors.

## **ASSIGNMENT OF RIGHTS, TITLE AND INTEREST IN AND TO INVENTIONS AND TRADE SECRETS**

This Assignment made this 28th day of May, 1993 by VIKING PRECISION PROJECTS, INC., a Nevada corporation, hereinafter "VIKING," to CREATIVE MINDS FOUNDATION, a Delaware corporation, hereinafter "CREATIVE MINDS".

### **RECITALS**

A. VIKING is the current owner of right, title and interest in and to certain inventions and trade secrets, hereinafter "Inventions," acquired by and through an agreement between RODNEY SHIELDS, hereinafter "SHIELDS," and VIKING, titled "ASSIGNMENT OF INVENTIONS AND TRADE SECRETS" dated October 19, 1991, hereinafter "ASSIGNMENT 1". Said Inventions as describe in Schedule A attached to ASSIGNMENT 1. By and through this reference, ASSIGNMENT 1 and Schedule A, attached hereto, are hereby incorporated as though set forth fully.

B. VIKING, being desirous of entering into new business ventures, wishes to assign all rights, title, interest and liabilities it may have acquired by and through ASSIGNMENT 1 and/ or any other previous or subsequent assignments, conveyances or transfers in Inventions to CREATIVE MINDS.

C. CREATIVE MINDS, is desirous of acquiring all rights, title and interest VIKING may have in Inventions subject to any and all liabilities which may be now or in the future attendant to Inventions.

D. VIKING hereby warrants that there are currently no known liabilities, accrued or pending against Inventions.

E. SHIELDS hereby warrants that there are currently no known liabilities, accrued or pending against Inventions.

### **ASSIGNMENT**

For the sum of ten dollars (\$10.00) plus other good and valuable consideration, the receipt of which is hereby acknowledged by VIKING, VIKING hereby assigns any and all right, title and interest it has acquired in Inventions, together with any and all liabilities, now or in the future attendant to Inventions to CREATIVE MINDS.

CREATIVE MINDS shall have all rights, title and interest in Inventions that VIKING had, and CREATIVE MINDS hereby releases VIKING from any and

all liabilities which have arisen or which may arise in the future as a result of ownership of such rights, title and interest.

Dated: May 22, 1993

VIKING PRECISION PROJECTS, INC.,

by:



Gregory Ross, President

Dated: May 22, 1993

CREATIVE MINDS FOUNDATION,

by:



Gregory Ross, President

Dated: May 26, 1993

  
RODNEY SHIELDS

NOTICE

Notice made this 2nd day of June, 1993 by RODNEY SHIELDS of Danville, California, (hereinafter "SHIELDS"), to VIKING PRECISION PROJECTS CORP., a Nevada corporation, hereinafter ("VIKING").

VIKING has assigned its rights under an Assignment Agreement between the parties, dated October 19, 1991, titled "ASSIGNMENT OF INVENTIONS AND TRADE SECRETS", in favor of Creative Minds Foundation (hereinafter "CREATIVE").

SHIELDS, being desirous of acknowledging the assignment and of expediting the transfer of all rights, title and interest of VIKING to CREATIVE wishes to affirm that there are no outstanding liabilities, disputes or any other liabilities existing under the Assignment Agreement between SHIELDS AND VIKING.

SHIELDS acknowledges hereby that there are no outstanding liabilities, matters or any other disputes or actions between VIKING and SHIELDS. SHIELDS acknowledges that VIKING has performed in accordance with the terms in the ASSIGNMENT AGREEMENT, dated October 19th, 1991 and that there are no claims, obligations, unresolved matters and the like whatsoever outstanding between the parties at the date hereof.

  
\_\_\_\_\_  
RODNEY SHIELDS  
217 Ramona Road  
Danville, CA 95426

June 2, 1993

ASSIGNMENT OF RIGHTS, TITLE AND INTEREST IN AND TO INVENTIONS  
AND TRADE SECRETS

This Assignment made this 2nd day of June, 1993 by  
CREATIVE MINDS FOUNDATION, a Delaware corporation,  
(hereinafter "CREATIVE MINDS") to IMAGOIMAGE PARTNERS, a  
California Partnership (as founders of a California  
Corporation to be formed and known as ImagoImago Inc.),  
(hereinafter "IMAGO").

RECITALS

A. CREATIVE MINDS is the current owner of right, title  
and interest in and to certain inventions and trade secrets,  
known as ImagoImage and includes Process A and Process B and  
improvements and variations thereon, (hereinafter  
"INVENTIONS") acquired by and through an agreement between  
RODNEY SHIELDS, of Danville, California (hereinafter  
"SHIELDS") and CREATIVE MINDS titled "ASSIGNMENT OF  
INVENTIONS AND TRADE SECRETS" dated June 2, 1993 hereinafter  
("ASSIGNMENT 2").

B. CREATIVE MINDS being desirous of entering into new  
business ventures, wishes to assign all rights, title,  
interest and liabilities it may have acquired by and through  
ASSIGNMENT 2 and/or any other previous or subsequent  
assignments, conveyances or transfers in INVENTIONS to IMAGO,  
for the INVENTIONS.

C. IMAGO is desirous of acquiring all rights, title and  
interest CREATIVE MINDS may have in INVENTIONS; subject to  
any and all liabilities which may be now or in the future  
attendant to INVENTIONS.

D. CREATIVE MINDS hereby warrants that there are  
currently no known liabilities, accrued or pending against  
INVENTIONS.

E. SHIELDS, as inventor, hereby warrants that there are  
currently no known liabilities accrued or pending against  
INVENTIONS.

ASSIGNMENT

For the consideration of 66.67% of all shares in IMAGO  
IMAGE INC., plus other good and valuable consideration,  
CREATIVE MINDS, hereby assigns any and all right, title and

MH 6-2-93  
RS 6-2-93  
QD 6-2-93

interest it has acquired in INVENTIONS, together with any and all liabilities, now or in the future attendant to INVENTIONS to IMAGO, said shareholding in IMAGO to be shared equally between CREATIVE MINDS and SHIELDS.

IMAGO shall have all rights, title and interest in INVENTIONS that CREATIVE MINDS had, and IMAGO hereby releases CREATIVE MINDS from any and all liabilities which have arisen or which may arise in the future as a result of ownership of such rights, title and interest.

CREATIVE MINDS FOUNDATION

Dated: June 2, 1993

  
John L. Ross  
President

IMAGO IMAGE PARTNERS

Dated: June 2, 1993

  
Michael Luckman  
Rodney Shields  
Gregory Ross

INVENTOR

Dated: June 2, 1993

  
Rodney Shields

*SEARCHED*  
ENDORSED  
FILED

In the office of the Secretary of State  
of the State of California

ARTICLES OF INCORPORATION  
OF  
IMAGOIMAGE, INC.

JUN 14 1993

I

MARCH FILING ED; Secretary of State

The name of this corporation is IMAGOIMAGE, INC..

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the state of California of this corporation's initial agent for service of process is ROBERT A. FALCO, 1470 Maria Lane, Suite 300, Walnut Creek, CA 94596.

IV

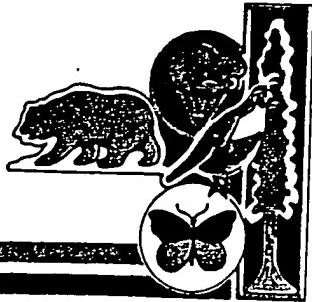
This corporation is authorized to issue only one class of shares of stock and the total number of shares which the corporation is authorized to issue is 100,000.

Dated: June 14, 1993.

  
ROBERT A. FALCO

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

  
ROBERT A. FALCO



State  
of  
California  
OFFICE OF THE SECRETARY OF STATE

1829275

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

JUN 1 6 1993



*March Fong Eu*

Secretary of State

MINUTES OF ORGANIZATIONAL MEETING

OF

ImagoImage, Inc.  
A California corporation

The Incorporator(s) named in the Articles of Incorporation of the above named corporation held a meeting at the time, on the day and at the place set forth hereinbelow for the purpose of completing the organization of said corporation:

TIME: 3:00 P.M.

DATE: 8-31-93

PLACE: 1470 MARIA LANE  
WALNUT CREEK, CA. 94596

Present at said meeting were the following person(s): R. Shields  
G. Ross  
M. Luckman  
R. Falco

The following named persons acted as Temporary Chairman and Temporary Secretary of the meeting:

Temporary Chairman: R. FALCO  
Temporary Secretary: M. LUCKMAN

The Chairman stated that the original Articles of Incorporation had been filed in the Office of the California Secretary of State on JUNE 14, 1993. The Chairman presented to the meeting a certified copy of said Articles of Incorporation showing filing as stated and the Secretary was directed to insert

said copy in the Book of Minutes of the corporation.

The matter of the adoption of Bylaws for the regulation of the corporation was next considered. The Chairman presented to the meeting a form of Bylaws and recommended that the same be adopted as Bylaws of the corporation. On motion duly made, seconded and carried, the following resolutions were adopted:

WHEREAS, Bylaws for the regulation of the affairs of this corporation have not yet been adopted; and

WHEREAS, there has been presented to this meeting a form of Bylaws for the regulation of the affairs of this corporation; and

WHEREAS, it is deemed to be in the best interests of this corporation and its shareholders that said Bylaws be adopted as and for the Bylaws of this corporation; and

WHEREAS, the undersigned Incorporator(s) is/are empowered pursuant to Section 210 of the California Corporations Code to adopt Bylaws of the corporation;

NOW, THEREFORE, BE IT RESOLVED, that the Bylaws presented to this meeting be and the same hereby are adopted as and for the Bylaws of this corporation.

RESOLVED FURTHER, that the Secretary of this corporation be, and hereby is, authorized and directed to execute a certificate of the adoption of said Bylaws and to insert said Bylaws as so certified in the Book of Minutes of this corporation and to see that a copy of said Bylaws, similarly certified, is kept at the principal office for the transaction of business of this corporation, in accordance with Section 213 of the California Corporations Code.

The Chairman presented for the approval of the meeting a proposed seal of the corporation consisting of two (2) concentric circles with the words:

ImagolImage, Inc.

and the words and figures "INCORPORATED, June 14<sup>th</sup>, 1943, CALIFORNIA", in the form and figures as follows:

On motion duly made, seconded and carried, the following resolution was adopted:

RESOLVED, that the corporate seal in the form, words, and figures presented to this meeting be and the same hereby is adopted as the seal of this corporation.

The meeting then proceeded to the election of directors of the corporation. The Chairman stated that the Bylaws of the corporation provide that the authorized number of directors of the corporation shall be THREE (3) until changed by an amendment to said Bylaws and that pursuant to the authority granted to the Incorporator(s) of the corporation under Section 210 of the California Corporations Code, said Incorporator(s) is/are empowered to elect the first directors of the corporation. Accordingly, the Incorporator(s), in the exercise of said power and authority, duly elected to the Board of Directors of the corporation the following persons:

R. Shields  
G. Ross  
M. Luckman

All of said persons being present, each accepted his or her respective directorship. Thereafter, on motion duly made, seconded and unanimously carried, Rodney Shields was elected to preside as chairman for the balance of the meeting and Michael Luckman was elected to preside as secretary for the balance of the meeting.

The meeting then proceeded to the election of a President, a Vice-President, a Secretary and a Chief Financial Officer. The following were duly elected to the offices indicated after the names of each:

R. Shields	President
M. Luckman	Vice-President
M. Luckman	Secretary
G. Ross	Chief Financial Officer

Each officer so elected being present, accepted his or her respective office.

The chairman then presented to the meeting a proposed form of share certificate for use by the corporation. On motion duly made, seconded and unanimously carried, said form of share certificate was approved and adopted and the Secretary was instructed to insert a copy thereof in the Book of Minutes immediately following the Minutes of the meeting.

The Chairman suggested that the Directors consider authorizing the issuance and sale of shares of the corporation set forth below to the following persons, in the amounts and for the consideration indicated, so long as the criteria set forth in Corporations Code Section 25102(f)(2) are met:

<u>NAME</u>	<u>NO. SHARES</u>	<u>CONSIDERATION</u>
R. Shields	30,000	\$1000.00
G. Ross	30,000	\$1000.00
M. Luckman	30,000	\$1000.00

On motion duly made, seconded, and unanimously carried, the following resolutions were adopted:

WHEREAS, this corporation is authorized to issue an aggregate of 100,000 shares of its capital stock; and

WHEREAS, the Board of Directors of this corporation believes it to be in the best interests of the corporation to offer and sell a total of 90,000 shares thereof in a single combined transaction and to qualify said offer and sale for exemption from the qualification requirement of Section 25110 of the Corporations Code, pursuant to the limited offering exemption of Section 25102(f) of that Code; and

WHEREAS, such offer and sale has been, and will be, made, respectively, in accordance with the requirements, limitations and other provisions of Section 25102(f) of the Corporations Code; and

WHEREAS, contractual commitments have been received from the persons named above to purchase the number of shares of this corporation's capital stock, for the consideration stated; and

WHEREAS, the Board believes it to be in the best interests of the corporation to accept each of said offer;

NOW, THEREFORE, BE IT RESOLVED, that any officer of this corporation be and hereby is authorized and directed, on behalf of this corporation, to prepare or cause to be prepared, executed and filed, with the California Commissioner of Corporations, a Notice of Transaction Pursuant to Corporations Code Section 25102(f) and applicable administrative rules.

RESOLVED, FURTHER, that the value per share for purposes of this issuance shall be fixed at \$.30 and

RESOLVED, FURTHER, that the President, or the Vice President, and the Secretary or the Assistant Secretary be and they hereby are authorized and directed to sell and issue shares of stock of this corporation as provided in these resolutions.

RESOLVED, FURTHER, that the Officers of this corporation be and they hereby are authorized and directed to execute all documents and to take such action as they may deem necessary or advisable to carry out and perform the purpose to these resolutions.

The meeting then proceeded to the matter of qualifying Shareholders of the corporation to receive the benefits of Section 1244 of the Internal Revenue Code of 1986, as amended, and Section 18151 of the California Revenue and Taxation Code. The Chairman reported that the aforesaid Code Sections allow persons who purchase common stock of a corporation to obtain an ordinary loss deduction under certain circumstances in the event that they subsequently sell such stock at a loss or if such stock becomes worthless. The Chairman also reported that the corporation's stock qualifies for such treatment in that (1) this corporation is a domestic corporation; (2) the stock to be sold and issued, as hereinabove provided, is "common" stock of this corporation; (3) the aggregate amount of money and other property received for said stock, as contribution to capital and as paid in surplus by the corporation will not exceed \$1,000,000; and (4) said stock is to be issued only for money or property other than stock or securities.

After further discussion and upon motion duly made and seconded, the following resolutions were unanimously adopted:

WHEREAS, this corporation is a small business corporation, as defined in Section 1244(c)(3) of the Internal Revenue Code of 1986, as amended, and Section 18151 of the California Revenue and Taxation Code; and

WHEREAS, the corporation intends to sell and issue shares of its common stock to the persons, in the amounts and for the consideration hereinabove provided; and

WHEREAS, the consideration to be received by the corporation for such sale and issuance will be only money or other property, other than stock or securities; and

WHEREAS, it is deemed desirable that the sale and issuance of shares of stock of this corporation be effectuated in such a manner that qualified Shareholders may receive the benefits of Section 1244 of the Internal Revenue Code of 1986, as amended, and Section 18151 of the California Revenue and Taxation Code;

NOW, THEREFORE, BE IT RESOLVED, that the shares issued pursuant to the foregoing resolutions are intended to be "Section 1244 stock" as defined in Section 1244 of the Internal Revenue Code of 1986, as amended, and "Section 18151 stock" as defined in Section 18151 of the California Revenue and Taxation Code.

After some discussion, the location of the principal office of the corporation for the transaction of the business of the corporation was fixed pursuant to the following resolution unanimously adopted, upon motion duly made and seconded:

RESOLVED, that the location of the principal office for the transaction of the business of this corporation, until changed by subsequent resolution of this Board, shall be as follows:

2785 Mitchell Drive, Suite 110  
Walnut Creek, CA 94598

To provide for a depository for the funds of the corporation and to authorize certain officers to deal with the corporate funds, the following resolutions were duly adopted:

RESOLVED, that all funds of this corporation be deposited with such commercial bank or depository as the President or Vice President of this corporation shall determine; and

RESOLVED FURTHER, that any officer of this corporation shall be authorized to endorse checks, drafts, or other evidences of indebtedness made payable to the order of this corporation, but only for the purpose of deposits; and

RESOLVED FURTHER, that all checks, drafts, and other instruments obligating this corporation to pay money shall be signed on behalf of this corporation by the following officers thereof:

R. Shields  
G. Ross  
M. Luckman

In order to provide for the payment of the expenses of incorporation and organization of the corporation, on motion duly made, seconded, and unanimously carried, the following resolution was adopted:

RESOLVED, that the President, or Vice President and the Chief Financial Officer of this corporation be, and they hereby are, authorized and directed to pay the expenses of the incorporation and organization of this corporation.

The Chairman then suggested that the Directors consider the proposal of M. Luckman

Said proposal is as follows:

TO PROVIDE FOR INSURANCE AND A BUY-SELL AGREEMENT

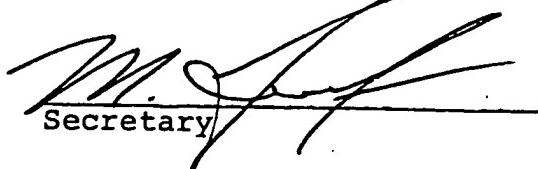
On motion duly made, seconded and unanimously carried, the following resolution was adopted:

A Buy-Sell Agreement attached to these minutes will be executed by all shareholders/directors.

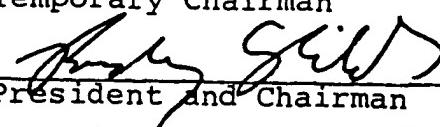
There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

ATTEST:

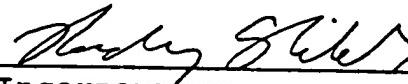
Temporary Secretary

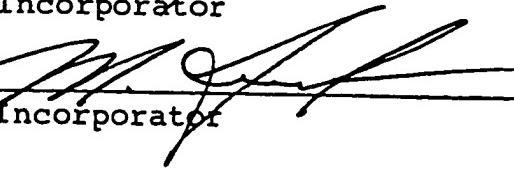
  
M. Luckman  
Secretary

  
Temporary Chairman

  
President and Chairman

  
Incorporator

  
Incorporator

  
Incorporator

MINUTES OF THE SPECIAL MEETING OF THE DIRECTORS

OF

ImagoImage Inc.

All of the directors of ImagoImage Inc. having consented to the time and place of the special meeting, the meeting was held on June 14, 1993 at 2785 Mitchell Drive, Suite 110, Walnut Creek, California 94598.

ITEM I

The first item of business that was taken up was the waiver of notice. The waiver, having been signed by all of the directors, was read aloud by the chairman and was ordered to be made a part of the minutes.

ITEM II

The second item of business that was taken up was that the company enter into a Exclusive License Agreement, and an accompanying Non-Exclusive Trademark Agreement, in the Field of Use of "Supermarket Freezer Doors" with SeeThru Advertising Inc of Walnut Creek, California, ~~for USA, CANADA, and MEXICO.~~ *SA. ps  
MT*

Resolved, that the company enter into the Exclusive License Agreement in the Field of Use of "Supermarket Freezer Doors" by initially granting an option for the sum of \$15,000 valid for 30 days to allow execution of this agreement. Further resolved that an addendum be negotiated to facilitate the needs of both parties. This addendum to be incorporated into the Exclusive License Agreement and the accompanying Non-Exclusive Trademark Agreement.

No further business having been brought to the meeting, the chairman called adjournment, seconded and carried.

Chairman: Gregory E. Ross *gerry*  
Secretary: Rodney Shields *Rodney S.*

Attachments: Waiver of Notice

*WT*

## WAIVER OF NOTICE OF SPECIAL MEETING OF DIRECTORS

The undersigned, being all of the directors of Imagolimage, Inc., consent that the special meeting of the directors be held at 2785 Mitchell Dr., suite 110 Walnut Creek, California, 94598 on June 14 1993 at 9:30 A.M.

We waive further notice of the meeting.

Signed

Rudy Golds  
G. Lee  
M. J. Smith

MINUTES OF THE SPECIAL MEETING OF THE DIRECTORS

OF

ImagoImage Inc.

All of the directors of ImagoImage Inc. having consented to the time and place of the special meeting, the meeting was held on July 8, 1993 at 2785 Mitchell Drive, Suite 110, Walnut Creek, California 94598.

ITEM I

The first item of business that was taken up was the waiver of notice. The waiver, having been signed by all of the directors, was read aloud by the chairman and was ordered to be made a part of the minutes.

ITEM II

The second item of business that was taken up was the proposal to enter into a License Agreement with SuperGraphics Inc., of Sunnyvale, California for a Non-Exclusive Printers License and the accompanying Non-Exclusive Trademark License. Resolved, that the foregoing proposal be accepted and that the company enter into this License Agreement.

No further business having been brought to the meeting, the chairman called adjourned, seconded and carried.

Chairman: Gregory E. Ross  
Secretary: Michael Luckman

Attachments: Waiver of Notice

RS

## WAIVER OF NOTICE OF SPECIAL MEETING OF DIRECTORS

The undersigned, being all of the directors of Imagolimage, Inc., consent that the special meeting of the directors be held at 2785 Mitchell Dr., suite 110 Walnut Creek, California, 94598 on July 8 1993 at 1:00 P.M.

We waive further notice of the meeting.

Signed

Three handwritten signatures are stacked vertically. The top signature is "Randy Gabel". Below it is a signature that appears to be "Steve". Below that is a signature that appears to be "Michael". All three signatures are written in cursive ink.

MINUTES OF THE SPECIAL MEETING OF THE DIRECTORS

OF

ImagoImage Inc.

All of the directors of ImagoImage Inc. having consented to the time and place of the special meeting, the meeting was held on July 8, 1993 at 2785 Mitchell Drive, Suite 110, Walnut Creek, California 94598.

ITEM I

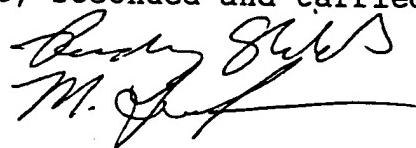
The first item of business that was taken up was the waiver of notice. The waiver, having been signed by all of the directors, was read aloud by the chairman and was ordered to be made a part of the minutes.

ITEM II

The second item of business that was taken up was the proposal to value the business at \$1,500,000 during the first financial year's business commencing June 16, 1993 and ending June 15, 1994 and that this valuation be used as the basis for Life Insurance for the three shareholders and that this insurance form part of the buy/sell agreement between the corporation and its shareholders. Resolved, that the foregoing Life Insurance policies be commenced and that the directors will select an appropriate insurance carrier for this purpose.

No further business having been brought to the meeting, the chairman called adjournment, seconded and carried.

Chairman: Rodney Shields  
Secretary: Michael Luckman



Attachments: Waiver of Notice



## WAIVER OF NOTICE OF SPECIAL MEETING OF DIRECTORS

The undersigned, being all of the directors of Imagolmage, Inc., consent that the special meeting of the directors be held at 2785 Mitchell Dr., suite 110 Walnut Creek, California, 94598 on July 8 1993 at 10:00 A.M.

We waive further notice of the meeting.

Signed

Three handwritten signatures are shown, each consisting of a name above a date and a signature below it. The first signature is "Shirley Sheld" with "8/8/93" underneath. The second is "S. J. Fox" with "8/8/93" underneath. The third is "M. J. Gaff" with "8/8/93" underneath. All signatures are written in cursive ink.

MINUTES OF THE SPECIAL MEETING OF THE DIRECTORS

OF

ImagoImage Inc.

All of the directors of ImagoImage Inc. having consented to the time and place of the special meeting, the meeting was held on July 9, 1993 at 2785 Mitchell Drive, Suite 110, Walnut Creek, California 94598.

ITEM I

The first item of business that was taken up was the waiver of notice. The waiver, having been signed by all of the directors, was read aloud by the chairman and was ordered to be made a part of the minutes.

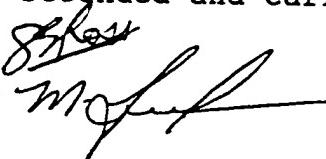
ITEM II

The second item of business that was taken up was the proposal to enter into a Exclusive License Agreement with SuperGraphics Inc. of Sunnyvale, California in the Field of Use of "Buses", and accompanying Non-Exclusive Trademark Agreement. Resolved, that the foregoing proposal be accepted and that the company enter into this License Agreement.

No further business having been brought to the meeting, the chairman called adjourned, seconded and carried.

Chairman: Gregory E. Ross  
Secretary: Michael Luckman

Attachments: Waiver of Notice



## WAIVER OF NOTICE OF SPECIAL MEETING OF DIRECTORS

The undersigned, being all of the directors of ImagolImage, Inc., consent that the special meeting of the directors be held at 2785 Mitchell Dr., suite 110 Walnut Creek, California, 94598 on July 9 1993 at 2:30 P.M.

We waive further notice of the meeting.

Signed

Three handwritten signatures are shown, each consisting of a first name and a last name. The top signature is "Shirley Sridhar". The middle signature is "Stephen". The bottom signature is "Michael". All three names are written in cursive ink.

MINUTES OF THE SPECIAL MEETING OF THE DIRECTORS

OF

ImagoImage Inc.

All of the directors of ImagoImage Inc. having consented to the time and place of the special meeting, the meeting was held on August 18, 1993 at 2785 Mitchell Drive, Suite 110, Walnut Creek, California 94598.

ITEM I

The first item of business that was taken up was the waiver of notice. The waiver, having been signed by all of the directors, was read aloud by the chairman and was ordered to be made a part of the minutes.

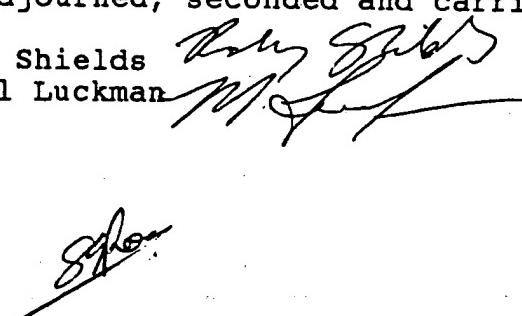
ITEM II

The second item of business that was taken up was the proposal to enter into a Non-Exclusive Printing License Agreement with ClearChoice Marketing Inc., of Charlotte, North Carolina, and accompanying Non-Exclusive Trademark Agreement. Resolved, that the foregoing proposal be accepted and that the company enter into this License Agreement.

No further business having been brought to the meeting, the chairman called adjourned, seconded and carried.

Chairman: Rodney Shields  
Secretary: Michael Luckman

Attachments: Waiver of Notice



## WAIVER OF NOTICE OF SPECIAL MEETING OF DIRECTORS

The undersigned, being all of the directors of Imagolimage, Inc., consent that the special meeting of the directors be held at 2785 Mitchell Dr., suite 110 Walnut Creek, California, 94598 on Aug 18 1983 at 3:00 P.M.

We waive further notice of the meeting.

Signed

The image shows three distinct handwritten signatures stacked vertically. The top signature is "Shirley Sivs" in cursive script. Below it is a signature that appears to be "S. K. Hoy". At the bottom is a signature that appears to be "G. M. O'Neil". Each signature is written over a horizontal line.

MINUTES OF THE SPECIAL MEETING OF THE DIRECTORS

OF

ImagoImage Inc.

All of the directors of ImagoImage Inc. having consented to the time and place of the special meeting, the meeting was held on September 15, 1993 at 2785 Mitchell Drive, Suite 110, Walnut Creek, California 94598.

ITEM I

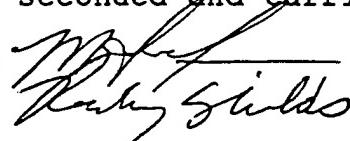
The first item of business that was taken up was the waiver of notice. The waiver, having been signed by all of the directors, was read aloud by the chairman and was ordered to be made a part of the minutes.

ITEM II

The second item of business that was taken up was the proposal to enter into a Exclusive License Agreement with Edge Media Group Inc., of San Jose, California in the Field of Use of "Tradeshows", and accompanying Non-Exclusive Trademark Agreement. Resolved, that the foregoing proposal be accepted and that the company enter into this License Agreement.

No further business having been brought to the meeting, the chairman called adjourned, seconded and carried.

Chairman: Michael Luckman  
Secretary: Rodney Shields



Attachments: Waiver of Notice



## WAIVER OF NOTICE OF SPECIAL MEETING OF DIRECTORS

The undersigned, being all of the directors of Imagolimage, Inc., consent that the special meeting of the directors be held at 2785 Mitchell Dr., suite 110 Walnut Creek, California, 94598 on Sept 15 1993 at 9:30 A.M.

We waive further notice of the meeting.

Signed

Three handwritten signatures are stacked vertically. The top signature reads "Remy S. Sill". The middle signature reads "S. J. Sill". The bottom signature reads "M. J. Sill". All three signatures are written in cursive ink on four horizontal lines.

MINUTES OF THE SPECIAL MEETING OF THE DIRECTORS

OF

ImagoImage Inc.

All of the directors of ImagoImage Inc. having consented to the time and place of the special meeting, the meeting was held on October 6, 1993 at 2785 Mitchell Drive, Suite 110, Walnut Creek, California 94598.

ITEM I

The first item of business that was taken up was the waiver of notice. The waiver, having been signed by all of the directors, was read aloud by the chairman and was ordered to be made a part of the minutes.

ITEM II

The second item of business that was taken up was to grant Exclusive North American rights for the Field of Use for "Airports, Airfields and Aerodromes" and for the company to enter into a Exclusive License Agreement, and the accompanying Non-Exclusive Trademark Agreement, in the Field of Use of "Airports, Airfields and Aerodromes" with Quality Lifestyles. Resolved, that the company grant this Exclusive License Agreement and the accompanying Non-Exclusive Trademark Agreement in the Field of Use of "Airports, Airfields and Aerodromes" for a grant fee of \$1.00 and that royalties of 1% of the net income shall apply.

No further business having been brought to the meeting, the chairman called adjournment, seconded and carried.

Chairman: Rodney Shields  
Secretary: Michael Luckman


Attachments: Waiver of Notice



MINUTES OF THE SPECIAL MEETING OF THE DIRECTORS

OF

ImagoImage Inc.

All of the directors of ImagoImage Inc. having consented to the time and place of the special meeting, the meeting was held on October 6, 1993 at 2785 Mitchell Drive, Suite 110, Walnut Creek, California 94598.

ITEM I

The first item of business that was taken up was the waiver of notice. The waiver, having been signed by all of the directors, was read aloud by the chairman and was ordered to be made a part of the minutes.

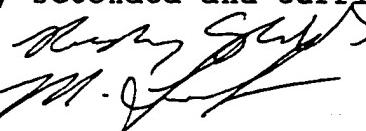
ITEM II

The second item of business that was taken up was to grant Exclusive Worldwide except North American rights for the Field of Use for "Airports and Aerodromes" and for the company to enter into a Exclusive License Agreement, and the accompanying Non-Exclusive Trademark Agreement, in the Field of Use of "Airports, Airfields and Aerodromes" with Finlay Corporation.

Resolved, that the company grant this Exclusive License Agreement and the accompanying Non-Exclusive Trademark Agreement in the Field of Use of "Airports, Airfields and Aerodromes" for a grant fee of \$1.00 and that royalties of 1% of the <sup>gross</sup> net income shall apply.

No further business having been brought to the meeting, the chairman called adjournment, seconded and carried.

Chairman: Rodney Shields  
Secretary: Michael Luckman


Attachments: Waiver of Notice

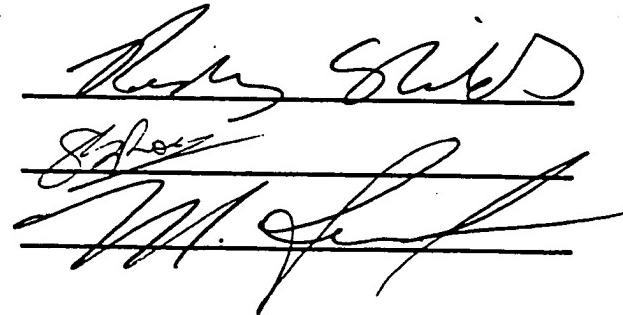


## WAIVER OF NOTICE OF SPECIAL MEETING OF DIRECTORS

The undersigned, being all of the directors of Imagolimage, Inc., consent that the special meeting of the directors be held at 2785 Mitchell Dr., suite 110 Walnut Creek, California, 94598 on Oct 6 1993 at 1:40 P.M.

We waive further notice of the meeting.

Signed



## **Exhibit I**

August 24, 1993

Mr. Brian Weller  
Rembrandt Graphics  
720B North Valley Street  
Anaheim, CA 92801

Dear Brian,

It was a pleasure speaking with you today in regards to Rembrandt Graphics becoming a licensed **ImagoImage** ScotchPrint printer.

I have enclosed our Marketing Packet for your perusal. Please look it over and then call me ASAP, so that we can discuss our mutual goals.

Sincerely,

*ImagoImage, Inc.*

Michael Luckman  
Vice President Marketing

ML/sp

Enclosure

## *dition or Phantom Vision*

- *[From the Latin Imago] A representation of anything made visible.*

**Imagine:** *[From the Latin Imago] To form a notion or idea in the mind.*

Imagine a product so unique, that it allows you to print any image, using any number of colors, on one side of a film, yet allows you to see clearly through it from the other side.

Imagine printing a beautiful picture on this material; then applying it to glass, giving everyone the opportunity to view it, but still allowing others to see right through it from the other side. Now instead of a beautiful picture let us imagine that it is full four color advertising message, and instead of just any glass it is the windows of a city bus. Windows that are now covered with the advertisers message, yet each of the passengers can still see out, with not a one missing his stop.

Let us now imagine ourselves in a supermarket. We are pushing our cart past a myriad of glass freezer doors looking within each case for the items we wish to purchase. We decide upon some ice cream and open the door. To our surprise on the inside door is a 30" X 60" four color advertisement for Dreyers Rocky Road. Perhaps we never purchased this brand before, but it looks sooo gooood! in the ad, we are tempted to forgo our regular brand and try this one.

Are these scenarios some day in the future? NO! They are made possible by a unique series of proprietary

We now invite you to peruse the information on our website for more about how **ImagoImage** can benefit your business and industries as well, and how

Please  
Return to  
Michael Wickham

# Imago Image

**Imago:** *Latin for Apparition or Phantom Vision*

**Image:** *[From the Latin Imago] A representation of anything made visible.*

**Imagine:** *[From the Latin Imago] To form a notion or idea in the mind.*

Imagine a product so unique, that it allows you to print any image, using any number of colors, on one side of a film, yet allows you to see clearly through it from the other side.

Imagine printing a beautiful picture on this material; then applying it to glass, giving everyone the opportunity to view it, but still allowing others to see right through it from the other side. Now instead of a beautiful picture let us imagine that it is full four color advertising message, and instead of just any glass it is the windows of a city bus. Windows that are now covered with the advertisers message, yet each of the passengers can still see out, with not a one missing his stop.

Let us now imagine ourselves in a supermarket. We are pushing our cart past a myriad of glass freezer doors looking within each case for the items we wish to purchase. We decide upon some ice cream and open the door. To our surprise on the inside of the door is a 30" X 60" four color advertisement for Dreyers Rocky Road. Perhaps we've never purchased this brand before, but it looks sooo gooood! in the ad, that we decide to forgo our regular brand and try this one.

Are these scenarios some day in the future? NO! They are happening today. And they are made possible by a unique series of proprietary processes known as **ImagoImage**.

We now invite you to peruse the information we have provided in this brochure to learn more about how **ImagoImage** will revolutionize the advertising industry, and other industries as well, and how you might become a part of it.

# **MANUFACTURING PROCESSES**

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## **Imago ClearVue™**

Imago ClearVue, because of its thousands of perforated holes, provides crystal clear see-thru vision, while offering superlative graphics capabilities. It is designed to suit a wide range of viewing distances, from close-up to far away, and everywhere in between. Imago ClearVue also offers excellent visibility from very acute viewing angles.

Imago ClearVue panels come in a variety of materials designed for specific applications. These include vinyl and polyester films, adhesive backed (both removable and permanent) and static cling, and are available in either sheets or rolls. Imago ClearVue can be imaged by a number of printing technologies including screen, lithography, offset and the 3M ScotchPrint™ system.

There is no limit to the size of the display using Imago ClearVue. Any number of panels can be combined to create images from less than one square foot to the size of a football field.

# **CHOICES OF IMAGING**

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**SCOTCHPRINT™ GRAPHICS SYSTEM\***

**SCREEN PRINTING**

**LITHOGRAPHY**

**OFFSET**

**AIR BRUSH**

**MANUAL PAINTING**

# **TARGETED USER MARKETS**

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## **TRANSIT ADVERTISING**

**BUSES**

**LIGHT RAIL SYSTEMS**

**TAXICAB WINDOWS**

**URBAN TRAIN SYSTEMS**

# **TARGETED USER MARKETS**

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**OUTDOOR ADVERTISING**

**GLASS BUS SHELTERS**

**PHONE BOOTHS**

***WHEREVER OUTDOOR  
GLASS IS AVAILABLE***

# **TARGETED USER MARKETS**

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## **RETAIL STORE ADVERTISING**

**SUPERMARKET, GROCERY, CONVENIENCE, DRUG AND  
LIQUOR STORES ON WINDOWS, ENTRY DOORS AND  
FREEZER AND REFRIGERATOR DOORS**

**MALL ADVERTISING ON OUTSIDE WINDOWS AND DOORS**

**OUTSIDE WINDOWS OF STORES, BANKS, GAS STATIONS  
AND RESTAURANT CHAINS**

**RETAIL STORE ADVERTISING ON THE INSIDE OF FRONT  
DISPLAY WINDOWS**

**AUTOMOBILE DEALERSHIP WINDOWS**

**P.O.P. DISPLAYS**

# **TARGETED USER MARKETS**

---

## **MISCELLANEOUS ADVERTISING**

**AIRPORTS**

**SCHOOL BUSES**

**HOTELS AND MOTELS**

**CORPORATE PROMOTIONS ON BUILDINGS**

# **TARGETED USER MARKETS**

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## **ENTERTAINMENT ADVERTISING**

**MOVIE THEATERS**

**LIVE THEATERS**

**SPORTS ARENAS**

**VIDEO RENTAL STORES**

# **TARGETED USER MARKETS**

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**WHOLESALE ADVERTISING**

**CONVENTION CENTERS**

**TRADE SHOW EXHIBITS**

# **TARGETED USER MARKETS**

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## **CONSUMER PRODUCTS**

**AUTOMOBILE REAR WINDOW BANNERS**  
**LICENSED CHARACTERS**  
**CORPORATE LOGOS**  
**SPORTS TEAMS**  
**COLLEGES**  
**GENERIC**

## **OFFICE PARTITIONS**

**DECORATIVE PORCH AND TENT SCREENING**

# **TARGETED USER MARKETS**

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## **INDUSTRY APPLICATIONS**

**SECURITY WINDOWS**

**ARCHITECTURAL GLASS**

**REAL ESTATE "FOR SALE" SIGNS**

**RACQUETBALL AND SQUASH COURTS**

**ZOOS AND AQUARIUMS ON THE INSIDE OF  
GLASS ENCLOSURES**

**INTERIOR ENVIRONMENTS IN RETAIL STORES, PUBLIC  
BUILDINGS, RESTAURANTS AND OFFICES**

# **ImagoImage**

## **"Imagy"**

Today, the word **Imagy** doesn't have much meaning. But wait, in a few short years it will become one of the advertising industry's most sought after items. You see, **Imagy** is the name we've given to the award that will be presented to advertising agencies and their clients around the country, who have creatively used **ImagoImage** as an advertising medium.

Almost daily, new uses for **ImagoImage** are created, so it would be premature to define all the categories that will compete for this coveted award. Listed below are just some of the competitive categories that will vie for an **Imagy**.

- **BEST BUS GRAPHIC**
- **BEST TAXI GRAPHIC**
- **MOST IMPRESSIVE RETAIL STORE DISPLAY**
- **BEST AIRPORT ADVERTISEMENT**
- **MOST INNOVATIVE P.O.P. DISPLAY**
- **BEST CORPORATE PROMOTION**
- **BEST OUTDOOR ADVERTISEMENT**
- **BEST MALL ADVERTISEMENT**
- **MOST INNOVATIVE NEW USE FOR ImagoImage**
- **AND MANY, MANY MORE**



# PUBLICITY

## PRESS RELEASE MAGAZINE LIST

ADWEEK	DISCOUNT MERCHANDISER
ADVERTISING AGE	STORES
AMERICAN ADVERTISING	SIGN BUSINESS
SIGNCRAFT	SIGNS OF THE TIMES
THE FLYER	GRAPHIC ARTS MONTHLY
DISPLAY & DESIGN IDEAS	HIGH VOLUME PRINTING
BANK MARKETING	SCREEN PRINTING
P-O-P TIMES	PRINT
MARKETING NEWS	PRINTING IMPRESSIONS
POTENTIALS IN MARKETING	DISCOUNT STORE NEWS
SALES & MARKETING MGMT.	SECURITY
GRAPHIC DESIGN USA	SECURITY DIST. & MARKETING
VISUAL MERCHANDISING &	SECURITY DEALER
STORE DISPLAY	SECURITY SALES
GLASS DIGEST	RETAIL STORE IMAGE
DESIGN SOLUTIONS	PLAYTHINGS
ARCHITECTURE	TOYS
BEVERAGE BULLETIN	AIRPORT JOURNAL
PROGRESSIVE GROCER	TAXI & LIVERY MANAGEMENT
CONVENIENCE STORE NEWS	IN TRANSIT
SUPERMARKET BUSINESS	BUS RIDE
RESTAURANT MERCH.	BUS WORLD
GROCERY MARKETING	SPORTING GOODS BUSINESS
CHAIN STORE AGE	HARDWARE AGE



## FUTURE PRODUCTS

**Imago ScreenVision™**

**Imago ElectroCopy™**

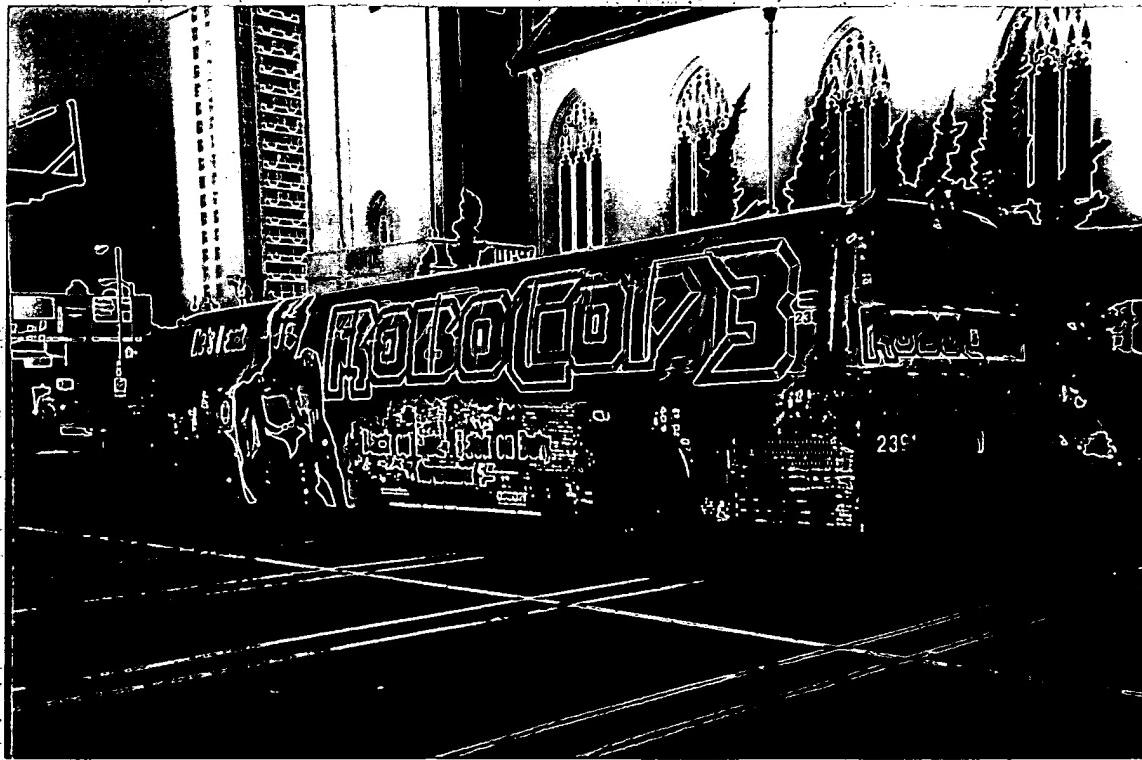
**Imago ElectrAlign™**

**Imago Holograms**

**Imago Dot Transfer™**

**Imago** **Image**

## **Imago ClearVue™**



**Orion Pictures**    **RoboCop 3**

**Los Angeles California**

**August 1993**

2785 Mitchell Dr., Suite 110  
(510) 906-0575

**ImagoImage Inc.**  
(800) 749-0575

Walnut Creek, CA 94598  
FAX (510) 937-1260

## **Exhibit J**

# LOCAL NEWS

Press-Telegram / Wednesday, August 11, 1985

ALSO INSIDE:

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BUSINESS / B6

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SECTION

## Rolling L.A. billboard hypes movie

This edition includes: Anesta / Carrillo / La Mireada / Newell / Santa Fe Springs / Whittier (B).

**Look out: RoboBus genre may soon come to L.B.**

By Blair Peterson  
Sun staff

**HOLLYWOOD** — There it rolls down the boulevards of Los Angeles, keeping the streets safe for money-hungry transit lines and publicity-seeking movie studios.

It's RoboBus. Half bus, half poster — all hype. If this doesn't grab your attention, nothing will. It's an MTA bus draped almost completely with computer-generated vinyl images from the upcoming "RoboCop 3."

Unveiled Tuesday morning a few blocks from the Chinese Theater by Orion Pictures and the

Metropolitan Transportation Authority, the RoboCop Special includes murals of the android character walking amidst a cityscape underneath larger-type graphics.

The ceremony took place amid an open casting call that drew 60 RoboCop wannabes who auditioned to such commands as "head right" and "walk forward" before the movie director and co-star picked four people to do promotional appearances for the film's Nov. 5 opening.

It's part of a growing trend in traveling billboards that has spread from New York to Los

Angeles and Orange County and will likely reach the Long Beach area soon.

Previous efforts generally involved painting buses, such as the "King Tut Bus" that proved to be a hit with people going to a 1978 art exhibit.

For the latest version, a Silicon Valley firm designs the photo-realistic images on computer and prints them on vinyl sheets. Unlike conventional billboards, these images cover the whole side and rear of the bus, including the passenger windows.

Although it is difficult to see into the bus, the passengers have no trouble looking out. The driver's windshield remains uncovered for safety reasons.

RoboBus will be running on PLEASE SEE ROBOBUS/B2



Starting the streak of Hollywood on Tuesday is RoboBus, an MTA vehicle draped almost completely with computer-generated vinyl images from the upcoming movie "RoboCop 3." Passengers can sit out but you can't see in. How it helps pay the bills, TDI will tell all.

## ROBOBUS: Rolling billboard hypes movie, helps MTA

member, said a moving billboard plugging other products will likely be travelling in the Long Beach area within the next few months. Another bus is scheduled to start running in the San Fernando Valley within the next two weeks.

Long Beach, a Long Beach City councilman and MTA board

member, said a moving billboard would expand to up to 100 buses bringing in \$150,000 in revenue for the first year, and \$400,000 for the second year, MTA officials said.

Over the past six days, an 18-bus pilot program will generate at least \$2,000 per bus,

Both the MTA and OCTD baseball in Arizona and Florida. Mobile murals have been told through TDI, a New York-based bus display advertising firm, that also serves as ad agency for a spokeswoman for Long Beach that also serves as ad agency for a spokesman for Long Beach dinner and tournament show in Buena Park.

Moving billboards have been used to hawk Crystal Pepsi in San Francisco, Phoenix, Sun bat-



TUESDAY, AUGUST 17, 1993

75¢ (\$1.00 CANADIAN)

VOL. 85, NO. 182

# THE CHRISTIAN SCIENCE MONITOR

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## Hey! Hollywood Megahits Roll Down Streets of L.A. As 3-D Computer Graphics

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**By Daniel B. Wood**

Staff writer of The Christian Science Monitor

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**LOS ANGELES**

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LIKE the fist of a cinematic cyborg, delivering a last-minute blow to the latest villain of the silver screen, Hollywood is reaching out to help knock out Los Angeles's budget problems. While the film industry is having one of its best-ever blockbuster summers — led by such hits as "Jurassic Park" (\$300 million in domestic gross), "The Firm" (\$133 million), and "Sleepless in Seattle" (over \$100 million) — Los Angeles County is having one of its worst, looking for ways to trim \$700 million from its 1993-94 budget.

Enter Orion Pictures, which last week came up with a way to keep enthusiasm rolling for sequels to its own megahit, "RoboCop," by keeping tires turning for the cost-cutting Metropolitan Transportation Authority (MTA). The idea: 40-foot, street-level, mobile billboards, with 3-D, computer-generated graphics.

"Like every other public agency that depends on sales-tax rev-

**See HOLLYWOOD page 4**

**HOLLYWOOD** from page 1

venue, we're experiencing shortfalls," said MTA spokeswoman Stephanie Brady at the unveiling of the program's first two buses last week. "So we have to be as creative as we can in exploring new revenue streams."

The agency just finished trimming \$117 million from its budget last year, only to face \$140 million more in cuts this year.

The first ad campaign of its kind in Los Angeles County, the new rolling billboard campaign is expected to bring the MTA about \$570,000 over three years while turning 100 buses into mobile advertisements for movies and other products. Denise Quon, Orion's vice president for media, said the buses are a first for Orion, and that she expects other studios to soon follow the lead in advertising big releases.

Frank Sandusky, regional manager for TDI, the advertising firm that oversees advertising for the MTA, expects several other major studios to soon follow suit because the idea takes a giant leap beyond the traditional, billboard-type ads.

"Compared to a freeway painted bulletin,

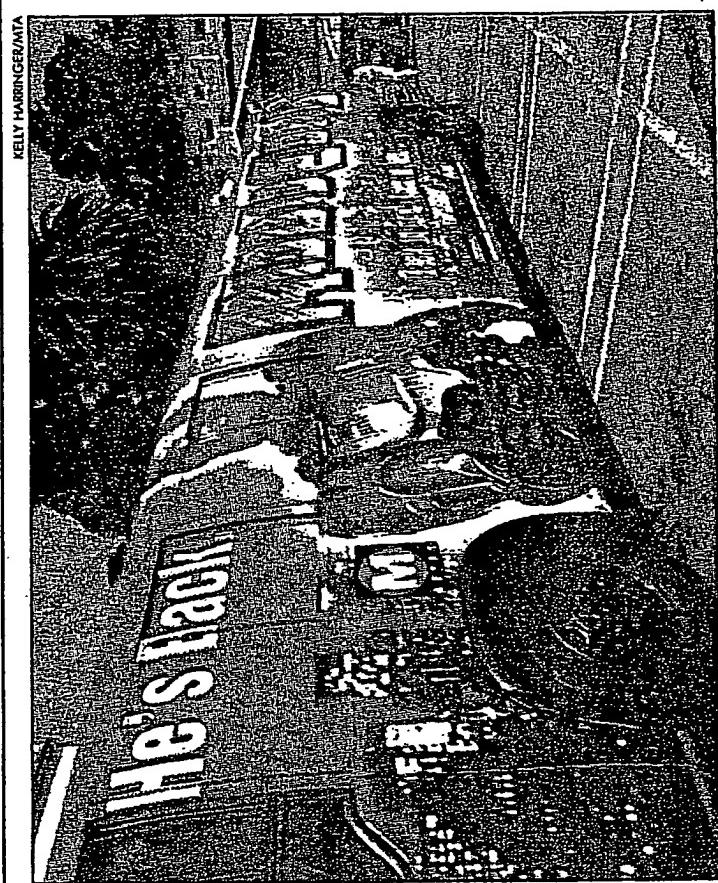
this hits viewers at eye level, while moving ... the impact is far greater," he says. Already used on a small scale since November in Phoenix and San Francisco for such clients as Crystal Pepsi, the idea comes at a perfect time for Hollywood hypesters and county cost-cutters, he adds.

If the first year goes well, a 100-bus program for two ensuing years would bring in another \$400,000 in revenue as part of a contract between the MTA and a firm called TDI, an advertising arm of MTA.

Unlike normal advertisements, which are attached like billboards to the sides of buses, the new method contains photorealistic coloring placed on easily removable self-adhesive vinyl, which is applied directly to the bus's surface.

Though it appears from the outside that the ad covers the bus's windows, officials say a special window application makes the ad invisible from the inside of the bus, causing no obstruction or safety hazard to passengers or operator.

"We expect the public will like the idea and consider it fun," says Greg Davy, a spokesman for the MTA.



KELLY HARRIGER/ATA

**'ROBOCOP 3' AD COVERS MTA BUS:** The jumbo advertisement, which stretches from downtown to the ocean. Line 20, serving Wilshire Blvd.,

**TDI**

Frank J. Sandusky  
Vice President  
Regional Manager

August 23, 2001

Ms. Sandra Callaghan  
Contra Vision  
Cambridge House  
37 Bramhall Lane South, Bramhall  
Stockport, Cheshire SK7 2DU  
England

Dear Sandra:

I am in receipt of your letter regarding the "RoboCop 3" Full Wrap Bus in Los Angeles.

SuperGraphics will be able to give you the information you have requested. Their information is as follows:

SuperGraphics, Inc.  
2095 O'Toole Avenue  
San Jose, CA 95131

Phone: (408) 944-3820  
Fax: (408) 541-9404

We don't have slides of this creative but I do have a photo that I can e-mail to you. If you are interested in this, e-mail your address to my assistant and she'll send the photo to you. Her e-mail address is:  
[joan.gray@viacomoutdoor.com](mailto:joan.gray@viacomoutdoor.com).

Sincerely,



Frank Sandusky  
Vice President, Regional Manager

## **Exhibit K**

# ImagoImage

## EXCLUSIVE LICENSE AGREEMENT

P1 Licensor: ImagoImage Inc.  
Address: 2785 Mitchell Drive, Suite 110  
City: Walnut Creek State: CA Zip: 94598

P2 Licensee: SuperGraphics Inc.  
Address: 1026 W. Maude Ave. Suite 305  
City: Sunnyvale State: CA Zip: 94086

P3 Licensed Patent Application: Image Display Apparatus

P4 Date: July 21st, 1993

P5 Royalty Rate - Patent: Two and one half percent (2.5%)

P6 Royalty Rate - Know-How: Two and one half percent (2.5%)

P8 Initial Payment: Fifty thousand dollars (\$50,000.00)

P11 Minimum Annual Royalty: Exhibit B during 1st year, then per sec. 2.2.1

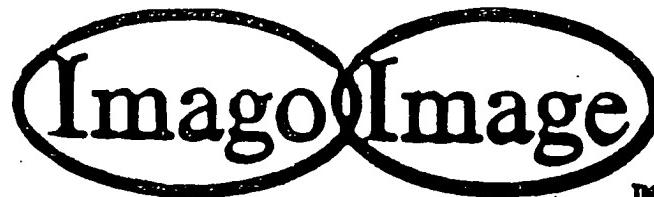
P12 Territory: United States of America

P13 Term: Expiration Date of the Last to Expire Patent.

P15 Field of Use: Buses.

P17 Quantity of Samples: One (1)

BY RS



## NON EXCLUSIVE LICENSE AGREEMENT

P1	Licensor:	ImagoImage Inc.
	Address:	2785 Mitchell Drive, Suite 110
	City:	Walnut Creek State: CA Zip: 94598
P2	Licensee:	Clear Choice MARKETING Dic
	Address:	10920 Southern Loop Blvd.
	City:	Pineville State: N.C. Zip: 28134
P3	Licensed Patent Application:	Image Display Apparatus
P4	Date:	9-16-93
P5	Royalty Rate:	Two and one half percent (2.5%)
P6	Royalty Rate:	Two and one half percent (2.5%)
P8	Initial Payment:	Fifty thousand dollars (\$50,000.00)
P11	Minimum Annual Royalty:	Twelve thousand dollars (\$12,000.00)
P12	Territory:	United States of America
P13	Term:	Expiration Date of the Last to Expire Patent.
P15	Field of Use:	Not Applicable
P17	Quantity of Samples:	ONE (1)

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## NON-EXCLUSIVE LICENSE AGREEMENT

This agreement is effective on the DATE (P4) and is entered into by and between LICENSOR (P1), and LICENSEE (P2).

### RECITALS

Licensor represents that it is the owner or has the right to license the entire right, title and interest in and to the Licensed Patent Application (P3) and any Division, Continuation, Continuation-in-part Patent Application based on (P3) or any patent to issue therefrom (hereinafter "Licensed Patent Rights");

Licensee is desirous of acquiring a non-exclusive right and license in the Territory to make Licensed Devices and to sell Licensed Devices only to exclusive and non-exclusive licensees under the Licensed Patent Rights who have been granted the right and license only to use, rent and sell Licensed Devices and to non-exclusive licensees who have been granted the right and license to use Licensed Devices. "Licensed Device" shall mean an advertising device made in accordance with a claim in the Licensed Patent Rights and made in accordance with a claim of any patent application based upon the subject matter of the Licensed Patent Application;

Licensor is willing to grant such non-exclusive license upon the terms hereinafter set forth, and Licensee desires to receive such a license under such terms;

Licensor has or controls certain confidential information and trade secrets, hereinafter "the Know-How", including engineering and technical data, manufacturing data, designs, skills, methods, procedures, facilities, and other information in the manufacture, sale, distribution and use of Licensed Devices;

Licensor is willing to convey to Licensee and Licensee desires to receive a non-exclusive licence to use the Know-How subject to the terms and conditions hereinafter set forth;

Now, therefore, in consideration of the foregoing, and of the mutual covenants, terms and conditions hereinafter expressed, the parties hereto agree as follows:

### ARTICLE 1 - GRANT

1.1 Licensor hereby grants to Licensee, a non-exclusive, non-transferable right and license, without the right to sublicense, to make Licensed Devices and to sell Licensed Devices only to exclusive and non-exclusive licensees (hereinafter, the Selling Licensees and User Licensees) who have been granted the right to use and sell, or use, Licensed Devices, the grant under this section 1.1 being effective throughout the TERRITORY (P12), and Licensor further grants to Licensee a non-exclusive right and license to use the Know-How in the TERRITORY (P12). Licensor shall inform Licensee from time to time of the names and addresses of the Selling Licensees.

1.2 It is expressly understood that no license or right is hereby granted, by implication, estoppel, or otherwise, under any proprietary rights, Know-How, patent applications or patent rights not specifically identified herein.

1.3 Licensor shall furnish Licensee a disclosure of the Know-How after execution of this agreement.

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## ARTICLE 2 - ROYALTY

- 2.1 Licensee shall pay to Lessor, upon execution of this Agreement, an INITIAL PAYMENT (P8) for the above grant of rights under the Licensed Patent Rights, and for the above grant of rights under the Know-How.
- 2.2 For the Licensed Patent Rights granted hereunder, Licensee shall pay Lessor a MINIMUM ANNUAL ROYALTY (P11), payable monthly, the first minimum royalty payment being due on a pro rata basis at the end of the first month following the date of execution of this Agreement, and at the end of every month thereafter.
- 2.3 Licensee shall pay earned royalties for the above grant under the Licensed Patent Rights to Lessor at the RATE (P5) of the Net Selling Price (as "Net Selling Price" is defined in section 2.5) of all Licensed Devices sold or otherwise disposed of.
- 2.4 Licensee shall pay earned royalties for the above grant under the Know-How to Lessor at the RATE (P6) of the Net Selling Price of all Licensed Devices sold or otherwise disposed of. This Agreement shall remain in force as long as Licensee continues to use the Know-How with respect to Licensed Devices.
- 2.5 The term "Net Selling Price" means the gross invoiced amount, less any customary discounts, and sales and use taxes at which Licensed Devices are sold by Licensee, F.O.B. Licensee's plant. Royalties shall be payable, regardless of the terms of payment to Licensee by Licensee's vendees.
- 2.6 For the purpose of computing royalties hereunder, Licensed Devices shall be regarded as sold when they are billed out, or if not billed out, when they have been shipped from Licensee's premises.
- 2.7 For the purpose of computing royalties as referred to in section 2.3 and 2.4 of this Agreement, each year of the Agreement shall be divided into calendar months. Within 30 days after the end of each month, Licensee shall submit to Lessor a written report setting forth the number of Licensed Devices sold during the preceding month and also showing the Net Sales Price of such Licensed Devices. Remittance by Licensee for the full amount of royalties due for such month shall accompany such reports. Licensee agrees to keep complete and correct account of the number and sales prices of said Licensed Devices, and Lessor or his Representative shall have the right to examine the books of account of Licensee at all reasonable times to the extent and insofar as it is considered necessary by Lessor or its representative to verify the accuracy of the above mentioned reports.
- 2.10 Lessor shall hold strictly confidential all information of Licensee concerning royalty payments and reports and all information of Licensee learned in the course of any audit hereunder, except when it is necessary for Lessor to reveal such information to enforce its rights under this Agreement.
- 2.11 In the event of termination of this Agreement, for any reason whatsoever, Licensee agrees to permit Lessor, his auditors, accountants, or agents to inspect all records and books of Licensee and to investigate generally, all transactions of business carried on by Licensee pursuant to Licensed Devices and this Agreement and the License hereby granted for a period of six (6) months after such termination.

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### ARTICLE 3 - GRANT OF NEW LICENSE

3.1 If Licensee requests Licenser to grant a non-exclusive license to a prospective Licensee who is desirous of obtaining a License to use and sell Licensed Devices in any field of use, Licenser will not unreasonably withhold such a License but Licenser will have sole discretion as to the terms and issuance of such a License.

### ARTICLE 4 - INFRINGEMENT BY THIRD PARTIES

4.1 Licensee agrees to keep watch over the Territory during the term of this Agreement to detect any infringements of any patent to issue from the Licensed Patent Rights. Upon discovery of any such infringement, Licensee shall promptly notify Licenser about such infringement.

4.2 If a bona fide infringement of a patent issuing from the Licensed Patent Rights is determined to have occurred and/or is still occurring, Licensee will so inform Licenser of the infringement. Licenser shall thereupon have the exclusive right to determine appropriate action to abate the infringement and will inform all selling licensees and all other non-exclusive licenses who have been granted the right to make and sell Licensed Devices (hereinafter, the Manufacturing Licensees) of the infringement. Should Licenser at its sole discretion, determine that abatement action requires Licensee contribution towards the fees, costs and expenses of such an action, then Licensee hereby agrees to contribute, with all selling licenses and all other manufacturing licensees, to all fees, costs and expenses of prosecuting the action and in pursuing any appeal and to a final judgement. The amount of the contribution shall be based upon the selling and manufacturing Licensees' pro rata share of total purchase price and net sales, respectively, of the Licensed Devices purchased by the selling licensees and sold by the manufacturing licensees during the preceding twelve (12) months, or if the License under this Agreement is granted less than twelve (12) months prior to any action, then in proportion thereof. In the event that Licensees contribution under this formula exceeds five percent (5%) of the total contributions, then Licensees contribution shall be limited to a maximum of five percent (5%). Should this limit cause a shortfall in the total contribution required, the Licenser shall contribute the difference. Contributions for use in prosecuting the action shall be paid to Licenser promptly upon written request by Licenser. The total contribution of all licensees will be ninety-five percent (95%) of fees, costs and expenses and the Licenser will contribute five percent (5%) of fees, costs and expenses. Awards resulting from such actions will be paid to contributing Licensees in proportion to their share of the contribution made to prosecute said action.

### ARTICLE 5 - CONSULTING SERVICES

5.1 Upon the request of Licensee, Licenser agrees to render assistance to Licensee in connection with Licensed Devices by furnishing consulting services at the premises of Licensee of one of Licenser's staff for three (3) consecutive days at no labor charge, but plus expenses, during the first year of this Agreement.

5.2 Licensee agrees to pay to Licenser a consulting fee for the time devoted by a consultant beyond the three (3) day period of section 5.1 in rendering services to Licensee and for the time necessarily spent in travel to and from Licensee's place of business. The consulting fee shall be computed at the rate of one thousand Dollars (\$1,000) per day plus expenses at no more than ten (10) working days per year for the first five (5) years of this Agreement and thereafter at a daily labor fee to be mutually agreed upon.

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## **ARTICLE 6 - KNOW-HOW KEPT CONFIDENTIAL**

6.1 Licensee agrees to treat the Know-How as confidential matter, except as to such matter that may become generally known to the public through no fault of Licensee and Licensee further agrees to use the Know-How solely and exclusively in the manufacture and sale of Licensed Devices pursuant to this Agreement.

## **ARTICLE 7 - PROMOTION OF LICENSED DEVICES**

7.1 Licensee agrees to use the legend "Patent Pending" on Licensed Devices made before issuance of the Patent, and after issuance of such a Patent, to attach to some part of each Licensed Device manufactured by it under this Agreement, a permanent label, tag, embossment, or plate having printed thereon the word "Patented" and the number of the patent, or patents, the patent numbers being furnished from time to time by Licenser.

7.2 Licensee acknowledges that Licenser has granted, concurrently herewith, a Trademark License Agreement, attached hereto as Exhibit A, by means of which the mark ImagoImage (hereinafter, the Mark) is licensed for use on Licensed Devices by Licensee under the Trademark License Agreement.

7.3 Licensee shall apply the Mark to all Licensed Devices made and sold by it unless the Licensee receives written notification from a selling licensee advising that the selling licensee assumes the responsibility of affixing the Mark to Licensed Devices.

7.4 When Licensee affixes the Mark, so as to be prominently displayed, the following legend shall be affixed to such Licensed Devices manufactured by it under this Agreement: ImagoImage - the mark "ImagoImage" is owned by ImagoImage Inc., Walnut Creek, California, USA.

7.5 Licensee shall apply the Mark only to Licensed Devices which have been manufactured in accordance with the standards of quality in materials, design, workmanship, use, advertising and promotion as set forth in the Trademark License Agreement.

7.6 Licenser shall have the right at any time to conduct during regular business hours an examination of Licensed Devices manufactured by Licensee (including those assembled or tested) at Licensee's facilities to determine compliance of such Licensed Devices with Licenser's standards.

7.7 If at any time such Licensed Devices shall, in the sole opinion of Licenser, fail to conform with the standards of quality in materials, design, workmanship, use, advertising and promotion, Licenser or its authorized representative shall so notify Licensee. Upon such notification, Licensee shall promptly cease to sell such nonconforming Licensed Devices until Licenser's standards of quality have been met to the satisfaction of Licenser.

7.8 Licensee agrees to furnish to the Licenser, a QUANTITY OF SAMPLES (P17) of every Licensee-manufactured production batch of each model or version of the Licensed Devices, upon request by Licenser.

## **ARTICLE 8 - DEFENSE AGAINST INFRINGEMENT OF THIRD PARTY PATENT**

8.1 If Licensee or any customer of Licensee shall be charged with or sued for infringement of a U.S. Patent relating to Licensed Devices, Licensee will promptly notify Licenser of the name and address of the person or company asserting the charge of infringement. Licensee and Licenser shall cooperate in

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the disposition of the charge of infringement and will confer as to the defense to be used, and Licensor may, at its option and discretion, undertake the defense thereof at no cost to Licensee.

#### ARTICLE 9 - IMPROVEMENTS

9.1 The Agreement herein extends to future improvements in the field of use and subject matter of the Licensed Devices which are wholly owned, acquired, or controlled by Licensor; and Licensor hereby Licensee a License to make and sell such improvements (hereinafter "Improvement License") in the Territory under the same terms and conditions as defined in this agreement and Licensee hereby accepts said Improvement License under the same terms and conditions as defined in this agreement. Licensor will, during the period of this Agreement, promptly disclose to Licensee, from time to time, each such improvement. It is mutually understood and agreed that any inventions or improvements conceived, developed and reduced to practice solely by an agent of Licensor or whose ownership is acquired by Licensor during the term of this Agreement shall belong to Licensor and Licensor shall own the exclusive right, title, and interest thereto.

9.2 As used herein, the term "improvement" shall mean any part or combination of parts or a method of using or manufacturing either of the foregoing, the use of which affects Licensed Devices in any one or more of the following ways: reduces production costs, improves performance, increases service life, improves appearance, provides alternate methods of manufacture, or any combination thereof.

9.3 If Licensee obtains a patent for an invention pertaining to the subject matter claimed in the Licensed Patent Rights, Licensee agrees to grant and hereby grants to Licensor the right of first refusal to purchase the patent under conditions substantially the same as the conditions under this Agreement.

9.4 It is mutually understood and agreed that any improvements developed by Licensor and Licensee jointly and any Patent that is granted thereon, shall be the joint property of Licensor and Licensee except as otherwise provided hereinafter.

9.5 The parties agree to file and prosecute jointly a U.S. patent application for any joint improvement. The expenses of preparing, filing and prosecuting each patent application to a condition of issuance of the patent or to a condition of final rejection of the claims of the patent application shall be shared equally by the parties hereto. Prosecution beyond such conditions of issuance or final rejection shall be subject to further timely discussion, and neither party shall be compelled to contribute to the expenses of further prosecution if such party does not desire to do so. If further sharing of expenses relative to any Patent Application is discontinued by any one of the parties, the other party shall request and obtain a conveyance from the withdrawing party of all right, title and interest of the withdrawing party in and to the invention, the patent application and any patent granted thereon.

#### ARTICLE 10 - TERM AND TERMINATION OF AGREEMENT

10.1 The TERM (P13) of this Agreement shall be from the effective date hereof to the expiration date of the last to issue patent maturing from the Licensed Patent Rights or any Improvements (as Improvement is defined in section 9.2) or for the period during which Licensee is still using the Know-How, whichever is longer.

10.2 Licensee reserves the right to terminate this Agreement and be relieved of further obligations hereunder, except for royalty payments for Know-How,

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should all claims of the last to issue patent issuing from the Licensed Patent Rights or any Improvements (as Improvement is defined in section 9.2) be declared invalid by a court of final jurisdiction.

10.3 It is understood and agreed that Licensee may cancel this Agreement at any time after five (5) years from the date hereof by giving to Licenser six (6) months notice in writing.

10.4 If one party hereto shall at any time commit any breach of any covenant, warranty or agreement herein contained and shall fail to remedy any such breach within thirty (30) days after written notice thereof by the other party, such other party may at its option, in addition to any other remedies that it may be entitled to, cancel this Agreement by giving sixty (60) days notice in writing to such effect.

10.5 If Licensee shall become insolvent or shall make any assignment for the benefit of creditors, or if Licensee is adjudged a bankrupt, or if a receiver or trustee of Licensee's property shall be appointed, this Agreement shall thereupon automatically terminate.

10.6 In the event of acts of God or the public enemy, or strikes, fire, flood, or control exercised by the government of the United States or any state thereof, any of which is beyond the control of Licensee and which render performance under this Agreement impossible for Licensee, the failure of Licensee to perform on that account shall be excused so long as the parties agree that such conditions continue to exist and the minimum royalties called for in section 2.2 shall not be required during such period or periods of inability to perform.

#### ARTICLE 11 - ARBITRATION

11.1 Any controversy or claims arising out of or relating to this contract or breach thereof, including any dispute relating to the patent validity or infringement arising under this agreement shall be settled by arbitration in accordance with the patent arbitration rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrators shall be entered in a court having jurisdiction thereof.

#### ARTICLE 12 - WARRANTIES

12.1 Licensor makes no representations or warranties, expressly or impliedly, with respect to the Licensed Devices or any materials derived therefrom, and with respect to any proprietary rights or any Licensed Devices or any licensed processes. By way of example but not of limitation, Licensor makes no representations or warranties of commercial utility, merchantability or fitness for any particular purpose, or that the Licensed Devices or the proprietary rights will not infringe any patent, copyright, trademark, other proprietary or property rights of others. Licensor expressly disclaims any warranty that the materials are free from the rightful claims of any third party. Licensor shall not be held to any liability with respect to any claim by a third party on account of, or arising from, the use of the Licensed Devices or the manufacture, use or sale of any materials derived therefrom or derived from the Licensed Devices or any licensed processes.

#### ARTICLE 13 - INDEMNIFICATION

13.1 Licensee will defend, indemnify and hold Licenser, its managers, directors, officers, employees, inventors and agents (collectively the "Indemnified Parties") harmless against any and all liability, loss, damage, claim or expense (including attorney's fees) (collectively the "Indemnified

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Losses") arising out of or in connection with this Agreement, including, without limitation, Indemnified Losses resulting from any use, sale or other disposition by Licensee, its affiliates, vendors, customers or other third parties, materials derived therefrom or from which any Licensed Devices are derived or any Licensed Devices or any licensed processes. As an example, and in no way limiting the generality of the foregoing, Licensee will indemnify and hold the Indemnified Parties harmless against any and all Indemnified Losses resulting from the use by a third party of Licensed Devices or any licensed processes manufactured, sold or disposed of by Licensee, its affiliates including product liability claims, or resulting from a claim by a third party that Licensee or its affiliates, manufacture, sell or otherwise dispose of the Licensed Devices, or other materials derived therefrom or from which the Licensed Devices are derived or that any Licensed Device or any licensed process infringes any patent or intellectual property right of such third party. Licensee agrees to pay promptly to the Indemnified Parties the amount of all liability, loss, damage, claim, or expense to which the foregoing indemnity relates. The indemnification rights of Lessor contained herein are in addition to all rights which the Indemnified Parties may have hereunder at law or in equity or otherwise. As examples, and in no way limiting the generality of the foregoing, Licensee will indemnify and hold harmless the Indemnified Parties against any and all Indemnified Losses resulting from, arising out of or relating to:

- (i) product liability claims of any nature;
- (ii) claims arising from failure to obtain any required license, clearance or other approval necessary to use, market or manufacture the Licensed Devices;
- (iii) claims arising from the failure to comply with all governmental regulations relating in any way to the Licensed Devices;
- (iv) any use, sale or other disposition by Licensee, its affiliates, vendors, customers or other third parties of the Licensed Devices, any licensed processes and/or any materials derived therefrom;
- (v) Licensee's breach of this Agreement; and
- (vi) Licensee agrees to pay promptly to the Indemnified Parties the amount of all such Losses to which the foregoing indemnity relates. The indemnification rights of Lessor contained herein are in addition to all rights which Lessor may have at law or in equity or otherwise. This indemnity shall survive termination or expiration of this Agreement.

#### ARTICLE 14 - INSURANCE

14.1 Licensee shall maintain comprehensive general liability insurance which shall insure against no less than the following risks: bodily injury, personal injury, liability, property damage and products liability, such other types of insurance considered reasonable and prudent given the types of risks involved in the development, pre-commercialization and commercialization of the Licensed Devices and any licensed processes. The liability limits on such insurance shall be reasonable for the risks involved. Licensee shall maintain such coverage with third party commercial insurance carrier(s) rated A or better. Licensee shall cause Lessor to be named as an additional insured on all such policies. Licensee shall provide Lessor with copies of the endorsements to such policies naming Lessor as an additional insured. Licensee shall instruct its insurance carriers providing such coverage to notify Lessor in writing of any material change in coverage provided by such policies. To the extent Licensee is awarded a business interruption insurance award which provides for lost profits, Licensee shall pay to Lessor reasonable royalties for the period of the award which payment shall be based upon projections of sales of Licensed Devices and any Licensed processes and the history of royalties paid hereunder for such sales.

#### ARTICLE 15 - MISCELLANY

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15.1 The failure of either party to enforce at any time any provision of this Agreement shall not be considered a waiver of such provision.

15.2 Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding.

15.3 Neither this Agreement, nor any transaction under or relating to this Agreement, shall be deemed to create any agency, partnership, or joint venture between the parties hereto.

15.4 This Agreement embodies the entire understanding between the parties and there are no private representations, warranties, or agreements between the parties relating hereto, and this Agreement is executed and delivered upon the basis of this understanding.

15.5 This Agreement, or any interest herein, is assignable and transferable only by Licensor and shall inure to the benefit of Licensor, its legal representatives, administrators, and assigns.

15.6 This Agreement shall be construed and enforced, and the legal relations created herein shall be determined, in accordance with the laws of the State of California.

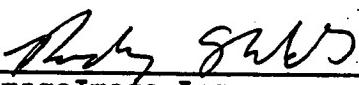
15.7 The parties hereto agree to execute and acknowledge and deliver all such further instruments, and to do all such other acts as may be necessary or appropriate to carry out the intended purpose of this Agreement.

15.8 All notices provided for in this Agreement shall be given in writing and shall be effective when either served by personal delivery or deposited, postage pre-paid in the United States Registered or Certified Mail addressed to the respective addresses as set forth above, or to such other address as either party may later specify by written notice to the other party.

In witness whereof, the parties have caused their names to be subscribed and have executed this Agreement in duplicate, each executed copy of which for all purposes to be deemed an original, and the parties hereto agree to be bound by the terms of this Agreement.

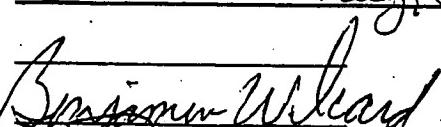
LICENSOR

Date: 9-17-93

  
ImagoImage Inc.  
RODNEY SHIELDS  
PRESIDENT

LICENSEE

Date: 9/16/93

  
(name) Benjamin Wilcox  
(title) TKO

## ADDENDUM TO NON-EXCLUSIVE LICENSE AGREEMENT

THIS ADDENDUM made and entered into this 16th day of September, 1993, by and between ImagoImage Inc of 2785 Mitchell Drive, Suite 110, Walnut Creek, California 94598 and Clear Choice Marketing Inc. of 10920 Southern Loop Blvd., Pineville, NC 28134. The Nonexclusive License Agreement between the parties hereto dated the 16th day of September, 1993, be and is hereby modified and amended as follows:

1.1 The last sentence of paragraph 1.1 is amended to read as follows: "Licensor shall inform Licensee promptly of the names and addresses of the Selling Licensees".

1.1 Paragraph 1.1 is additionally modified by adding the following language: "The territory of this Agreement is hereby modified insofar as licensee may make and sell the product under the terms of this Agreement throughout the territory defined as the United States of America, and licensor further agrees that licensor will not grant other non-exclusive licenses to corporations whose primary business is silk screened printing in the states of Florida, North Carolina, South Carolina, Georgia, Alabama, Tennessee, or Mississippi, until after August 31, 1994. Notwithstanding the above, licensor reserves the right to appoint 3M Scotchprint Graphic Art Systems Printers in these states during this period."

4.2 The following is added as a new sentence at the end of paragraph 4.2: "Licensee shall be required to make such contribution if, and only if, all manufacturing and selling licensees are contractually obligated to contribute in a manner identical to this paragraph 4.2."

8.1 The following is added as a new sentence at the end of paragraph 8.1: "Licensor agrees to indemnify and hold licensee harmless from any and all damages and expenses (including attorney's fees) incurred by licensee resulting from any claims, demands, actions, or causes of action arising out of or in any way connected with alleged patent infringement of the patents defined in exhibit B. This indemnification and holding harmless shall extend to licensee, its officers, directors, agents, successors, and assigns (collectively the "indemnified parties"). Licensor, at its sole expense, shall provide a complete defense to the indemnified parties as to any such claim and shall have the right to control the defense of any such action. Should licensor fail to do so on a timely basis, the indemnified parties

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shall have the right to provide defenses and shall be entitled to reimbursement by licensor for any and all expenses incurred in such defense (including, but not limited to, attorney's fees) in addition to licensor's other indemnity obligations hereunder."

10.2 Paragraph 10.2 is amended by adding the following additional sentence: "In the event no patent should be issued to licensor, this Agreement as well as the Trademark License Agreement executed by the parties hereto may be terminated by Licensee upon seven days written notice.

10.6 Paragraph 10.6 shall be amended by deleting the words "the parties agree that" contained in lines 5 and 6 of the paragraph 10.6.

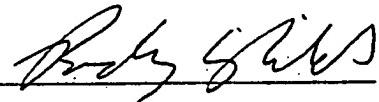
12.1 Notwithstanding anything in this paragraph to the contrary, Licensor represents that (1) it is not aware of any patents which its pending patents, technology, or "know-how" infringe and (2) it is not aware of any patents which relate to the technology or "know-how" which is the subject of this Agreement and upon which no infringement analysis has been conducted.

#### ARTICLE 16 - CONFIDENTIALITY

16.1 Licensee agrees to treat the entire agreement, including this addendum, as confidential matter.

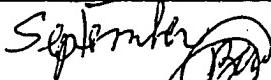
##### LICENSOR

ImagoImage, Inc



Name / Title Rodney Shields / President

Date October 17, 1993



##### LICENSEE

Clear Choice Marketing

Name / Title Ben Icard / President

Date \_\_\_\_\_

SEP 14 '93 11:41 TOWNSEND PALO ALTO 415-326-2422

P.1

FORM PTO-1449 (Modified)

LIST OF PATENTS AND PUBLICATIONS FOR  
APPLICANT'S INFORMATION DISCLOSURE  
STATEMENTAttorney Docket No.  
14711-1Serial No.  
08/081,728Applicant(s):  
RODNEY M. SHIELDSFiling Date  
June 23, 1993Group  
3507

## REFERENCE DESIGNATION\*

## U.S. PATENT DOCUMENTS

Examiner Initial	*	Document No.	Date	Name	Class
	AA	1,202,593	10/24/16	Scott	511
	AB	2,931,117	04/05/60	Bosworth et al.	
	AC	3,661,664	05/09/72	Lundell	
	AD	3,707,744	01/02/73	Mabrey et al.	
	AE	3,853,675	12/10/74	Edwards	
	AF	4,033,619	07/05/77	Cox	
	AE	4,070,781	01/31/78	Sauer	
	AF	4,246,713	01/27/81	Eckert	
	AE	4,925,705	05/15/90	Hill	4673,609 Hill 9-17-93 LME 9/5/93
	AF	5,138,782	08/18/92	Mizobe	9-17-93 MAILED 9-18-93

## FOREIGN PATENT DOCUMENTS

Examiner Initial	*	Document No.	Date	Country	Trans-lation?	Class
	BA					
	BB					

OTHER ART  
(INCLUDING AUTHOR, TITLE, DATE, PERTINENT PAGES, ETC.)

CA

EXAMINER

DATE CONSIDERED

EXAMINER: Initial if reference considered, whether or not citation is in conformance with MPEP 609; Draw line through citation if not in conformance and not considered. Include copy of this form with next communication to applicant.

JLM:deh

**EXHIBIT B OF LICENSE AGREEMENT BETWEEN ImagoImage Inc. AND  
Clear Choice Marketing.**

PATENT NO.	DATE	NAME
1,202,593	10/24/16	SCOTT
2,931,117	04/05/60	Bosworth et. al.
3,861,664	05/09/72	Lundell
3,707,792	01/02/73	Mabrey et. al.
3,853,675	12/10/74	Edwards
4,033,619	07/05/77	Cox
4,070,781	01/31/78	Sauer
4,242,401	12/30/80	Kitani et. al.
4,246,713	01/27/81	Eckert
4,278,022	07/14/81	Fitzpatrick et.al
4,527,890	07/09/85	Heiart et. al
4,925,705	05/15/90	Hill
5,138,782	08/18/92	Miaobe
4,673,699	07/29/85	NLL M

AMJ.  
9/15/93

PA  
9-17-93

## **Exhibit M**



# **EXCLUSIVE SELLERS LICENSE AGREEMENT**

**P3 Licensed Patent Application: Image Display Apparatus**

P4 Date:

**P5 Royalty Rate - Patent:** One and One-Half Percent (1.5%)

**P6 Royalty Rate - Know-How:** One and One-Half Percent (1.5%)

P8 Initial Payment: One Hundred Thousand Dollars (\$100,000.00)

P11 Minimum Annual Royalty: Fifteen Thousand Dollars (\$15,000.00)

**P12 Territory:** United States of America

**P13 Term: Expiration Date of the Last to Expire Patent**

**P15 Field of Use:** Glass and other see-through surfaces, fixed or portable, controlled by trade show management and marketed by trade show management to trade show exhibitors for use at industry trade shows and specific trade shows open to the public, for products and services

**P17 Quantity of Samples:** One (1)

**EXCLUSIVE LICENSE AGREEMENT**

This Agreement is effective on the DATE (P4) and is entered into by between LICENSOR (P1), and LICENSEE (P2).

**RECITALS**

Licensor is the owner and has the right to license the entire right, title and interest in and to the Licensed Patent Application (P3) and any Division, Continuation, Continuation-in-part Patent Application based on (P3) or any patent to issue therefrom (hereinafter "Licensed Patent Rights").

Licensee is desirous of acquiring an exclusive right and license in the Territory to use Licensed Devices. "Licensed Devices" shall mean an advertising device made in accordance with a claim in the Licensed Patent Rights or any improvement to the Licensed Devices made in accordance with a claim of any Patent Application based upon the subject matter of the Licensed Patent Rights.

Licensor has or controls certain confidential information and trade secrets, hereinafter "the Know-How", including engineering and technical data, manufacturing data, designs, skills, methods, procedures, facilities, and other information in the manufacture, sale, distribution and use of Licensed Devices;

Licensor is willing to convey to Licensee and Licensee desires to receive a non-exclusive licence to use the Know-How subject to the terms and conditions hereinafter set forth;

Licensor is willing to grant, under the Licensed Patent Rights, an exclusive license upon the terms hereinafter set forth, and Licensee desires to receive such a license under such terms;

Now, therefore, in consideration of the foregoing and of the mutual covenants, terms and conditions hereinafter expressed, the parties hereto agree as follows:

**ARTICLE 1 - GRANT**

1.1 Licensor hereby grants to Licensee, under the Patent Rights, an exclusive, non-transferable right and license, without the right to sublicense, to use Licensed Devices obtained by Licensee from non-exclusive licensees (hereinafter the "Manufacturing Licensees") only who have been granted the right by Licensor to make and sell Licensed Devices, the grant under this Section 1.1 being effective throughout the TERRITORY (P12), and in the FIELD OF USE (P15). Licensor shall inform Licensee from time to time of the names and addresses of the Manufacturing Licensees.

1.2 It is expressly understood that no license or right is hereby granted, by implication, estoppel, or otherwise, under any proprietary rights, know-how, patent applications or patent rights not specifically identified herein.

1.3 Licensor shall furnish Licensee a disclosure of the Know-How after execution of this Agreement.

**ARTICLE 2 - ROYALTY**

For the Licensed Patent Rights granted hereunder, Licensee shall pay to or, upon execution of this Agreement, an INITIAL PAYMENT (P8).

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2.2 For the Licensed Patent Rights granted hereunder, Licensee shall pay Licenser a MINIMUM ANNUAL ROYALTY (P11), payable monthly, the first minimum royalty payment being due on a pro rata basis at the end of the month following the date of execution of this Agreement.

2.3 Licensee shall pay earned royalties for the above grant under the Licensed Patent Rights to Licenser at the RATE (P5) of the Total Income, (as Total Income is defined in Section 2.5) received or receivable by Licensee.

2.4 Licensee shall pay earned royalties for the above grant under the Know-How to Licenser at the RATE (P6) of the Total Income, from all Licensed Devices used. For the purpose of this Agreement, the term "Know-How" means all data and information, including technical and general information in the form of drawings, plans, specifications, engineering data, quality and performance standards, and other data and knowledge relating to the manufacture, design, use, printing and improvement of the Licensed Devices. As such improvement information becomes available and as is necessary or useful to the use of the Licensed Devices, Licenser shall provide such information to Licensee. This Agreement shall remain in force as long as Licensee continues to use the Know-How with respect to Licensed Devices.

2.5 The term "Total Income" means the gross invoiced amount, less any customary discounts, and sales and use taxes, at which each Licensed Device is used to earn income received or receivable, in any manner, by Licensee. Royalties shall be payable regardless of the terms of payment by Licensees vendees to Licensee.

2.6 For the purpose of computing minimum royalties as referred to in Section 2.2 of this Agreement, each year of the Agreement shall be divided into twelve calendar months. Within 30 days after the end of each month, Licensee shall submit to Licenser a written report setting forth the number of Licensed Devices purchased during the preceding month, and also showing the Total Income of each and every Licensed Device used, together with copies of all vendor's invoices, for Licensed Devices used during the corresponding month. Remittance by Licensee for the full amount of royalties due for such month shall accompany such report for such month. Licensee shall keep complete and correct account of the number of Licensed Devices used, and the Total Income received or receivable from each and every Licensed Device, and Licenser or its representative shall have the right to examine the books of account of Licensee at all reasonable times to the extent and insofar as it is considered necessary by Licenser or its representative to verify the accuracy of the above mentioned reports.

2.7 Licenser shall hold strictly confidential all information of Licensee concerning royalty payments and reports and all information of Licensee learned in the course of any audit hereunder, except when it is necessary for Licenser to reveal such information to enforce its rights under this Agreement.

2.8 In the event of termination of this Agreement, for any reason whatsoever, Licensee agrees to permit Licenser, his auditors, accountants, or agents to inspect all records and books of Licensee and to investigate generally all transactions of business carried on by Licensee pursuant to Licensed Devices and to this Agreement and the License hereby granted for a period of six (6) months after such termination during reasonable times upon reasonable notice.

#### ARTICLE 3 - GRANT OF NEW LICENSE

3.1 If Licensee requests Licenser to grant a non-exclusive license to a prospective licensee who is desirous of obtaining a license to make and sell

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Licensed Devices, Lessor will accept such request, but Lessor will have sole discretion as to the terms of such a license.

#### ARTICLE 4 - INFRINGEMENT BY THIRD PARTIES

4.1 Licensee agrees to promptly notify Lessor if Licensee obtains knowledge during the term of this Agreement of any infringements in the Territory of any patent to issue from the Licensed Patent Rights.

4.2 If a bona fide infringement of a patent issuing from the Licensed Patent Rights is determined to have occurred, Lessor shall have the exclusive right to determine appropriate action to abate the infringement and will inform all manufacturing licensees and all other exclusive and non-exclusive licensees who have been granted the right to use or sell Licensed Devices (hereinafter, the "selling licensees") of the infringement. Should Lessor at its sole discretion determine that abatement action requires Licensee contribution towards the fees, costs and expenses of such an action, then Licensee hereby agrees to contribute, along with all manufacturing licensees and with all other selling licensees, to all fees, costs and expenses of prosecuting the action and in pursuing any appeal to a final judgement. The amount of the contribution shall be based upon the manufacturing and selling licensees' pro rata share of total net sales of the Licensed Devices sold by the manufacturing licensees and used or sold by the selling licensees during the preceding twelve (12) months, or if this Agreement has been in force less than twelve (12) months prior to any action, then in proportion thereof. In the event that Licensees contribution under licensees contribution shall be limited to a maximum of five percent (5%). Should this limit cause a shortfall in the total contribution required, then Lessor shall contribute the difference. Contributions for use in prosecuting the action shall be paid by Licensee to Lessor promptly upon written request. The total contribution of the manufacturing and selling licensees will be ninety-five percent (95%) of all fees, costs and expenses and the Lessor will contribute five percent (5%) of such fees, costs and expenses. Awards resulting from such actions will be paid to the manufacturing and selling licensees in proportion to their share of the contribution made to prosecute said action.

#### ARTICLE 5 - CONSULTING SERVICES

5.1 Upon the request of Licensee, Lessor will render assistance to licensee in connection with Licensed Devices by furnishing consulting services at the premises of Licensee or one of Lessor's staff for three (3) consecutive days at no labor charge during the first year of this Agreement. Licensee will be required to reimburse Lessor for reasonable out-of-pocket travel and lodging expenses for persons providing such services.

5.2 Licensee agrees to pay to Lessor a consulting fee for the time devoted by a consultant beyond the three (3) day period of Section 5.1 in rendering services to Licensee and for the time necessarily spent in travel and from Licensee's place of business. The consulting fee shall be computed at the rate of one thousand Dollars (\$1,000) per day plus reasonable out-of-pocket travel and lodging expenses at no more than ten (10) working days per year for the first five (5) years of this Agreement and thereafter a daily labor fee to be mutually agreed upon.

#### ARTICLE 6 - KNOW-HOW KEPT CONFIDENTIAL

6.1 Licensee agrees to treat the Know-How as confidential matter, except as such matter that may become generally known to the public through no fault

of Licensee and Licensee further agrees to use the Know-How solely and exclusively in the use and sale of Licensed Devices pursuant to this Agreement.

#### ARTICLE 7 - PROMOTION OF LICENSED DEVICES

7.1 Licensee agrees to use the legend "Patent Pending" on Licensed Devices made before issuance of a patent based upon the Licensed Patent Rights, and after issuance of such a patent or patents, to attach or have attached to some part of each Licensed Device purchased or acquired by it under this Agreement, a permanent label, image, tag, embossment, or plate having printed thereon the word "Patented" and the number of the patent, or patents, the patent numbers being furnished to Licensee from time to time by Licenser.

7.2 Licensee acknowledges that Licenser and Licensees have executed, concurrently herewith, a Trademark License Agreement attached hereto as Exhibit A, by means of which the mark "ImagoImage" (hereinafter, the "Mark") is licensed for use on Licensed Devices by Licensee under the Trademark License Agreement.

7.3 All Licensed Devices used by Licensee shall have the Mark applied thereto.

7.4 When the Mark has been applied to a Licensed Device, the Mark will be prominently displayed on the Licensed Device and will be accompanied by the following legend: The mark "ImagoImage" is owned by ImagoImage Inc., Walnut Creek, California.

7.5 Licensee shall apply the Mark only to Licensed Devices which have been manufactured in accordance with Licenser's standards of quality in materials, design, workmanship, use, advertising and promotion as set forth in the Trademark License Agreement.

7.6 Licenser shall have the right at any time to conduct during regular business hours an examination of Licensed Devices used by Licensee including those at Licensee's facilities, to determine compliance of such Licensed Devices with Licenser's standards, such standards to be published by Licenser from time to time.

7.7 If at any time such Licensed Devices shall, in the opinion of Licenser, fail to conform with Licenser's standards of quality in use, design, advertising and promotion, such standards to be published by Licenser from time to time, Licenser shall so notify Licensee in writing. Upon such notification, Licensee shall promptly cease to use such nonconforming Licensed Devices until Licenser's standards of quality have been met to the satisfaction of Licenser.

#### ARTICLE 8 - DEFENSE AGAINST INFRINGEMENT OF THIRD PARTY PATENT

8.1 If Licensee or any customer of Licensee shall be charged with or sued for infringement of a U.S. patent relating to Licensed Devices, Licensee will promptly notify Licenser of the name and address of the person or company asserting the charge of infringement. Licensee and Licenser, together with all other selling and manufacturing licensees, shall cooperate in the disposition of the charge of infringement and confer as to the defense to be used against such charge. The costs of any action shall be shared equally between the Licenser and the Licensee. In the event any such claim or suit should be successfully prosecuted, Licensee reserves the right to subsequently cancel this agreement at its discretion without incurring any further liability.

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**ARTICLE 9 - IMPROVEMENTS**

9.1 The Agreement herein extends to future improvements in the field of use and subject matter of the Licensed Devices which are wholly owned, acquired, or controlled by Licenser; and Licenser hereby grants Licensee a License to use such improvements (hereinafter "Improvement License") in the Territory and Field of Use under the same terms and conditions as defined in this agreement and Licensee hereby accepts said Improvement License under the same terms and conditions as this Agreement. Licenser will, during the period of this Agreement, promptly disclose to Licensee, from time to time, each such improvement. It is mutually understood and agreed that any invention or improvements conceived, developed and reduced to practice solely by an agent of Licenser or whose ownership is acquired by Licenser during the term of this Agreement shall belong to Licenser and Licenser shall own the exclusive right, title, and interest thereto.

9.2 As used herein, the term "improvement" shall mean any part or combination of parts or a method of using or manufacturing either of the foregoing, the use of which affects Licensed Devices in any one or more of the following ways: reduces production costs, improves performance, increases service life, improves appearance, provides alternate methods of manufacture, or any combination thereof.

9.3 If Licensee obtains a patent for an improvement pertaining to the subject matter, or the result thereof, claimed in the Licensed Patent Rights, Licensee agrees to grant and hereby grants to Licenser the right of first refusal to purchase the sole rights to the patent under conditions substantially the same as those offered by an independent third party.

9.4 It is mutually understood and agreed that any improvements developed by Licenser and Licensee jointly and any patent that is granted thereon, shall be the joint property of Licenser and Licensee except as otherwise provided hereinafter.

9.5 The parties agree to file and prosecute jointly a U.S. patent application for any joint improvement. The expenses of preparing, filing and prosecuting each patent application to a condition of issuance of the patent shall be shared equally by the parties hereto. Prosecution beyond such conditions of issuance or final rejection shall be subject to further timely discussion, and neither party shall be compelled to contribute to the expenses of further prosecution if such party does not desire to do so. If further sharing of expenses relative to any patent application is discontinued by any one of the parties, the other party shall request and obtain a conveyance from the withdrawing party of all right, title and interest of the withdrawing party in and to the improvement, the patent application and any patent granted thereon.

**ARTICLE 10 - TERM AND TERMINATION OF AGREEMENT**

0.1 The TERM (P13) of this Agreement shall be from the effective date hereof to the expiration date of the last to issue patent maturing from the licensed Patent Rights or any Improvements (as Improvement is defined in Section 9.2) or for the period during which Licensee is still using the Know-how, whichever is longer.

I believe of further obligations hereunder, except for royalty payments for now-How, should all claims of the last to issue patent issuing from the

*M. Glantz*

Licensed Patent Rights or any Improvements (as Improvement is defined in section 9.2) be declared invalid by a court of final jurisdiction.

10.3 It is understood and agreed that this Agreement shall terminate at any time after five (5) years from the date hereof by giving to Lessor six (6) months notice in writing.

10.4 If one party hereto shall at any time commit any breach of any covenant, warranty or agreement herein contained and shall fail to remedy any such breach within thirty (30) days after written notice thereof by the other party, such other party may at its option, in addition to any other remedies that it may be entitled to, cancel this Agreement by giving sixty (60) days notice in writing to such effect.

10.5 If Licensee shall become insolvent or shall make any assignment for the benefit of creditors, or if Licensee is adjudged a bankrupt, or if a receiver or trustee of Licensee's property shall be appointed, this Agreement shall thereupon automatically terminate.

10.6 In the event of acts of God or the public enemy, or strikes, fire, flood, or control exercised by the government of the United States or any state thereof, any of which is beyond the control of Licensee and which render performance under this Agreement impossible for Licensee, the failure of Licensee to perform on that account shall be excused so long as the parties agree that such conditions continue to exist and the minimum annual royalties called for in Section 2.2 shall not be required during such period or periods of inability to perform.

#### ARTICLE 11 - ARBITRATION

11.1 Any controversy or claims arising out of or relating to this contract or breach thereof, including any dispute relating to the patent validity or infringement arising under this Agreement shall be settled, at the request of either party hereto, by arbitration in accordance with the patent arbitration rules of the American Arbitration Association, arbitration to be held in San Francisco, California, and judgement upon the award rendered by the arbitrators shall be entered in a court having jurisdiction thereof.

#### ARTICLE 12 - WARRANTIES

12.1 Lessor makes no representations or warranties, expressly or impliedly, with respect to the Licensed Devices, or any materials derived therefrom, and with respect to any proprietary rights or any Licensed Devices or any Licensed Processes. By way of example but not of limitation, Lessor makes no representations or warranties of commercial utility, merchantability or fitness for any particular purpose, or that the Licensed Devices or the proprietary rights will not infringe any patent, copyright, trademark, other proprietary or property rights of others. Lessor expressly disclaims any warranty that the materials are free from the rightful claims of any third party. Lessor shall not be held to any liability with respect to any claim by a third party on account of, or arising from, the use of the Licensed Devices or the manufacture, use or sale of any materials derived therefrom or derived from the Licensed Devices or any licensed processes.

#### ARTICLE 13 - INDEMNIFICATION

13.1 Licensee will defend, indemnify and hold Lessor, its managers, directors, officers, employees, inventors and agents (collectively the "Indemnified Parties") harmless against any and all liability, loss, damage, claim or expense (including attorney's fees) (collectively the "Indemnified

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Losses") arising out of or in connection with this Agreement, including, without limitation, Indemnified Losses resulting from any use, sale or other disposition by Licensee, its affiliates, vendors, customers or other third parties, materials derived therefrom or from which any Licensed Devices are derived or any Licensed Devices or any licensed processes. As an example, and in no way limiting the generality of the foregoing, Licensee will indemnify and hold the Indemnified Parties harmless against any and all Indemnified Losses resulting from the use by a third party of Licensed Devices or any licensed processes manufactured, used or disposed of by Licensee, its affiliates including product liability claims, or resulting from a claim by a third party that Licensee or its affiliates, manufacture, use, sell or otherwise dispose of the Licensed Devices, or other materials derived therefrom or from which the Licensed Devices are derived or that any Licensed Device or any licensed process infringes any patent or intellectual property right of such third party. Licensee agrees to pay promptly to the Indemnified Parties the amount of all liability, loss, damage, claim, or expense to which the foregoing indemnity relates. The indemnification rights of Lessor contained herein are in addition to all rights which the indemnified Parties may have hereunder at law or in equity or otherwise. As examples, and in no way limiting the generality of the foregoing, Licensee will indemnify and hold harmless the Indemnified Parties against any and all Indemnified Losses resulting from, arising out of or relating to:

- (i) product liability claims of any nature;
- (ii) claims arising from failure to obtain any required license, clearance or other approval necessary to use, market or manufacture the Licensed Devices;
- (iii) claims arising from the failure to comply with all governmental regulations relating in any way to the Licensed Devices;
- (iv) any use, sale or other disposition by Licensee, its affiliates, vendors, customers or other third parties of the Licensed Devices, any licensed processes and/or any materials derived therefrom;
- (v) Licensee's breach of this Agreement; and
- (vi) Licensee agrees to pay promptly to the Indemnified Parties the amount of all such Losses to which the foregoing indemnity relates. The indemnification rights of Lessor contained herein are in addition to all rights which Lessor may have at law or in equity or otherwise. This indemnity shall survive termination or expiration of this Agreement.

#### ARTICLE 14 - INSURANCE

4.1 Licensee shall maintain comprehensive general liability insurance which shall insure against no less than the following risks: bodily injury, personal injury, liability, property damage and products liability, such other types of insurance considered reasonable and prudent given the types of risks involved in the market development, pre-commercialization and commercialization of the Licensed Devices and any licensed processes. The liability limits on such insurance shall be reasonable for the risks involved. Licensee shall maintain such coverage with third party commercial insurance carrier(s) rated A or better. Licensee shall cause Lessor to be named as an additional insured on all such policies. Licensee shall provide Lessor with copies of the endorsements to such policies naming Lessor as an additional insured. Licensee shall instruct its insurance carriers providing such coverage to notify Lessor in writing of any material change in coverage provided by such policies. To the extent Licensee is awarded a business interruption insurance award which provides for lost profits, licensee shall pay to Lessor reasonable royalties for the period of the award which payment shall be based upon projections of sales of Licensed Devices and any licensed processes and the history of royalties paid hereunder for such sales.

**ARTICLE 15 - MISCELLANY**

- 15.1 The failure of either party to enforce at any time any provision of this Agreement shall not be considered a waiver of such provision.
- 15.2 Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding.
- 15.3 Neither this Agreement, nor any transaction under or relating to this Agreement, shall be deemed to create any agency, partnership, or joint venture between the parties hereto.
- 15.4 This Agreement embodies the entire understanding between the parties and there are no private representations, warranties, or agreements between the parties relating hereto, and this Agreement is executed and delivered upon the basis of this understanding.
- 15.5 This Agreement, or any interest herein, is assignable and transferable by Licensor and shall inure to the benefit of Licensor, its legal representatives, administrators, and assigns.
- 15.6 This Agreement shall be construed and enforced, and the legal relations created herein shall be determined, in accordance with the laws of the State of California.
- 15.7 The parties hereto agree to execute and acknowledge and deliver all such further instruments, and to do all such other acts as may be necessary or appropriate to carry out the intended purpose of this Agreement.
- 15.8 All notices provided for in this Agreement shall be given in writing and shall be effective when either served by personal delivery or deposited, postage pre-paid in the United States registered or certified Mail addressed to the respective addresses as set forth above, or to such other address as either party may later specify by written notice to the other party.

witness whereof, the parties have executed this Agreement in duplicate, each executed copy of which for all purposes to be deemed an original, and the parties hereto agree to be bound by the terms of this Agreement.

**LICENSOR:**Date: 9-27-93

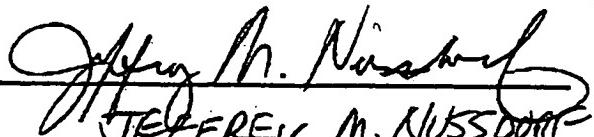
ImagoImage Inc.

RODNEY SHIELDS

(name)

PRESIDENT

(title)

**LICENSEE:**Date: 9/27/93EDGE MEDIA GROUP INC.  
JEFFREY M. NASLUND

(name)

PRESIDENT

(title)

## **Exhibit N**

Ser. No. 08/775,560 (Hill) PROTEST TO REISSUE APPLICATION

analysis of the Reissue claims. The Foundation has been waiting to obtain a copy of the Reissue Application; this has not been possible to this time. However, it is believed that there is a substantial amount of Prior Art and the Foundation asks the indulgence of the Examiner in accepting the Prior Art enclosed on PTO Form-1449. The Foundation is willing to complete an appropriate claim by claim analysis of the Prior Art and respectfully requests the Examiners agreement to accept this analysis within sixty days of the date of this document.

The Foundation submits that the following described Prior Art establishes that the invention Applicant claims to have invented in the '609 patent was known, and used by others in this country and foreign countries, before the Applicant applied for a patent.

The Foundation's first reference to Prior Art can be found in the exhibit from the Theatre Museum in London. (See F-1).

This museum exhibit teaches all of the embodiments as claimed in Applicant '609, claim 1 amendment, and other claims. The Foundation is awaiting photographs of this exhibit from England and respectfully requests the Examiner's acceptance of these photographs when received.

The Foundation's second reference to Prior Art has to do with a company called Energy Directions, Inc. (EDI). Energy Directions, Inc. is a company owned and operated by E. Jay Leavitt, Jr. and E. Jay Leavitt, Sr. located in Phoenix, Arizona. EDI provided a Licensee of the Foundation with declarations and brochures proving their manufacture, advertising and sale of the instant invention in the U.S. market dating back to 1970's. (See Declaration at A-26a.) The Leavitts manufactured and sold imaged perforated substrates. (See copies of the Leavitt's sales literature at A-26b).

The Examiner may recall these varied decorative window coverings were sold and used on pickup truck rear windows and camper windows all over the United States, in the late 1970's, and are still in use today. These decorative window coverings were also manufactured by Gila River

Ser. No. 08/775,560 (Hill) PROTEST TO REISSUE APPLICATION

Products, a competitor of the Leavitts. (See color copies of Gila River brochures dated 1980 attached hereto at exhibit F-3.)

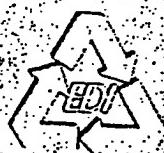
Also, a third company, the Shadow Screen Co., marketed a popular line of light permeable substrates with colorful designs on the one side under the brand name of "American Scenics". (See copies of this literature at F-5). These copies were provided to a licensee of the Foundation by the 3M Company of St. Paul, MN. 3M advised that they had provided the Applicant with an identical set of this prior art, which the Foundation understands was considered relevant by the intellectual property department at 3M. As the Foundation has been able to obtain a copy of the Reissue Application, it is assumed that the Applicant disclosed this relevant Prior Art.

Deco Ader brochure teachings.

Please refer to the Deco Ader letter at A-25a, and the English translation which show that this material was made and marketed in France from 1980-1984/5 and the copy of the brochure at A25b from which the photographs, at P-5 which were taken from the actual brochure that was used at that time. For the examiners benefit, the Foundation is willing to bring this brochure to a personal interview to allow the Examiner personal inspection of this single document in the Foundation's possession. The photographs are certified as having been taken from this brochure, of course.

In 1980 Deco Ader invented the structure of their product and located a perforating company in France to produce the perforations in the material which was a 3M Scotchcal film, manufactured by the 3M Company and distributed widely around the world. Scotchcal (TM of 3M) is a calendered vinyl, PVC-Polyvinyl chloride, which is manufactured by 3M with a pressure sensitive and protective liner attached. Deco Ader purchased this film from 3M, sent it to a company in Paris for perforating, and that company punched the holes into the material and returned the material to Deco Ader for sale. The company promoted the product widely and the photographs

A-266



ENERGY DIRECTIONS, Inc.

13014 NORTH 24th STREET, PHOENIX, ARIZONA 85032

phone 602-404-3616 fax 972-386-6043

I, Edward Jay Leavitt, Jr., do affirm that the following, regarding my involvement in the businesses and the industry as is described below, to be accurate and true.

During the summer of 1974 I went to work for a Mesa, Arizona company called Oasis Reflective Screens. The type of business that this company was engaged in was, the fabrication of screen products, (screen products will be explained in the following several sentences), for installation on homes, businesses, and vehicles. The substrates came from a variety of suppliers and manufacturers. As a Reflect-O-Screen dealer much of the screen material came from this Scottsdale, Arizona company. Their materials were metalized and non-metalized, perforated, embossed and non-embossed, substrates of various poly-vinyl constructions. We also purchased material from other sources such as Gila River products and Shadow Screen. All materials were of the perforated poly-vinyl type as this was necessary to give the one way, see through effect that is so vital in this business.

A brief explanation of this one way, see through phenomenon may be necessary before continuing any farther. The base perforated materials were constructed with one side being a dark color, usually black, with the other side being a lighter color. When applied to a glass surface the many perforations allowed a view from one side through to the other. From here the laws of physics take over. The realities of the transfer of light from one side to another is the process that allows this one way and see through effect. One can readily see through from the darker side to the more illuminated side. So during the daylight hours the a relatively unrestricted view is permitted when looking from the inside of the glass surface, (be it a vehicle, store front, or home), through to the brighter sunlight of the daytime. During the night the opposite is true as the illumination from within the store, car, home, or other glass surface on which the material is placed, is brighter than the ambient light of the night hours. One can usually see relatively obscured images under the latter circumstances, and the view from the inside out during the daylight hours is almost always clearer than the opposite situation at night because of the light and dark side construction of the substrate. This is done intentionally to allow greater visibility for those looking out from the inside under all circumstances than would otherwise be the case.

The substrates from the last two suppliers, Gila River and Shadow Screen, were for the most part printed with various different images, usually scenes of nature. These scenes were printed on the perforated substrates on one side only, the light side giving the effect of being visible from one side, but not seen from the other. This is the basis for the so called one way, see through vision effect of the materials that I have worked with, manufactured, and installed in the many different methods over the past twenty three years.

There were many different methods of application and uses that I became familiar with, and experienced in, over the following years of my work with this company. A very popular method of application, especially for business and home was to stretch the substrate over aluminum framing then securing to the framing material by the use of spline, rolled via a rolling devise, into a spline channel which is part of the frame. This fabrication was then hung over the window or other glass surface via several types of fixed and moving hanging devices. This application was generally placed on the outside of the window with the embossed metalized surfaces providing a reflective solar control function while the perforations in the substrate, along with the black reverse side, allowing the see through capability. If the situation called for an inside installation the usual method was to affix the material directly to the glass using double sided transfer tape around the periphery of the window.

My major responsibility became automobile installations of both the imaged and non imaged substrates. These placements were accomplished using a combination of several different techniques and devices. These methods could be combined on any single job according to the desires of the customer. The primary installation method was the simple direct to inside glass using various tapes and spray adhesives that allowed for this to be successful on a relatively long term basis. Another popular installation was the use of framed imaged scenic prints on the rear window combined with pull down rollers on the side windows. These rollers allowed the printed or non printed perforated poly-vinyl substrates to be rolled down for sun control, and brought up when one so desired. I was involved in all these products and installation from the year 1974

on. The largest manufacturer of the framed type and the rollers was a company located on west Camelback Road and about Seventeenth Avenue in the city of Phoenix, Arizona, called Shadow Screen.

While I was working at this retail shop my father was involved with the wholesale side of the perforated materials industry, first with the afore mentioned Reflect-O-Screen, then with his own company called Energy Directions, Inc., (EDI). He began the manufacture of his own product in 1975 and incorporated in the following year. One of the first products that EDI brought to the marketplace was a printed scenic with nature designs and the very popular rodeo designs for installation on the window areas of motor vehicles. This line of printed one way, see through perforated products was called "American Scenics", and was a very popular choice for customers of Oasis Screens, the place of my employment. These printed scenics displayed the same light/dark visibility properties as has been described earlier. The print was imaged on the white or light side, with the other side being black, thus allowing good visibility from the inside of the vehicle through the scene to the outside environment with very minimal allowance of a view through the print from outside back through to the inside during the daylight hours. As the levels of light between the outside environment and the interior reversed, the visibility properties also reversed, with the view outside somewhat reduced and the view into the vehicle enhanced.

Another EDI line was a self adhesive, peel and stick so to speak, perforated substrate, introduced in the late 1970's, probably, to the best of my recollection, in 1978. This product was designed to allow the do-it-yourselfer an easy installation without the bother of dealing with cumbersome tapes and prone to clog spray adhesives. This was a construction of the perforated metalized and non metalized substrates with a pressure sensitive adhesive applied to the substrate followed by a protective release liner. One could just peel the liner leaving the adhesive exposed, place where desired and press firmly with hand or squeegee, smoothing the material in place. As EDI got involved in the media placements utilizing the one way, see through materials in the early 1980's, this self adhesive material was imaged with our company insignia and placed on the front window area of our shop for identification and promotional purposes. This was in Richardson, Texas. If there is

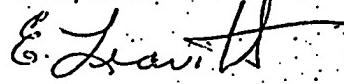
interest, the base poly-vinyl was manufactured for us by one of two converters, perforated by Perforating Specialties in New York City, NY, with adhesive and liner later applied by the converter.

I am getting way ahead of myself here. Sometime around 1980, after college graduation, I left Oasis Screens and after discussions with my father decided that combining my acquired skills with installation techniques and screen printing technology and his of development of various substrate forms and uses we could together develop a brand new industry, so to speak, of capitalizing on the previously unused window areas of commercial transit vehicle for advertising purposes. Voila, a new, never before used, advertising medium. I began working to develop imaging ideas to enhance the attention grabbing capabilities of the new placement that perforated one way, see through materials allow. A shop was set up in Texas. Advertisers were sought. Carriers were put under contract. By 1982 we were ready to experiment with this new form. Law enforcement concerns had to be addressed along with the governmental agencies that have an interest and possibly a jurisdictional issue with commercial transit in the metropolitan Dallas-Ft. Worth area.

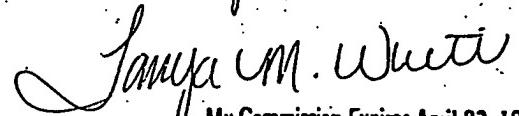
EDI has been involved with this industry ever since and I have seen with amazement the absolute explosion of outdoor media utilizing, at least in part, various substrates for one way, see through glass media applications. Sometimes, and certainly most dramatically, these window placements are part of a larger continuous advertising piece using, for example, the whole side of a bus. I am pleased that perforated graphic substrates are playing a role in this new media as I have been intimately involved with every conceivable aspect and utilization of this product. I believed, and continue to believe, that the use of the perforated materials to achieve the one way, see through properties that are a necessity with the glass placements, would be the desired method.

If there are any more questions about my 23 years working with perforated window films, or more detailed explanations, I am at your service.

Edward Jay Leavitt



Subscribed to me this 6 day  
March, 1991 by:



My Commission Expires April 23, 1997

**Continuous Country  
in Stereo**

**KFM 102**

August 9, 1984

Ed Leavitt, President  
ENERGY DIRECTION  
823 Fontana  
Richardson, Texas 75080

Dear Mr. Leavitt,

Just a short note to let you know how happy we are with the K V E G "window screen" promotion. From the initial 100 that we put on the streets there was a slight impact on the Las Vegas market but with the extra 500 that we have recently completed getting out, the impact has been significant. Your quality on the screens and personal guidance and help in getting the screens installed on our listeners autos was far beyond the "call of duty".

If we can ever do anything for your company as far as recommending the promotion please don't hesitate to have your contacts give me a call.

Again thanks for a great promotion for K V E G and our listeners!

Sincerely,

Doug Shane  
Operations Manager

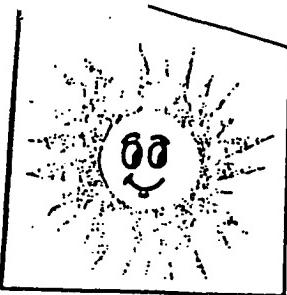
DS/km



1555 east flamingo road

• las vegas, nevada 89109 • (702) 732-7753 • (702) 737-0004

A Division of Broadcast Associates



# REFLECT-O-SCREEN, INC.

7521 E. Second Street  
Scottsdale, Arizona 85251  
P.O. Box 147  
Scottsdale, Arizona 85252  
(602) 994-0317

## AUTHORIZED DEALER PRICE LIST

REFLECT-O-SCREEN<sup>(R)</sup>, METALIZED MYLAR<sup>(R)</sup>, SHADE SCREEN MATERIAL

Master Width 54"

Roll Length 50 Feet

Colors Available: Chrome, Gold, and Copper

A.	2- 4 Rolls	\$132.75
B.	5- 9 Rolls	130.50
C.	10-14 Rolls	128.25
D.	15-19 Rolls	126.00
E.	20 & Over	123.75

(Upon request, Master Rolls will be cut to widths specified, equaling 54". Add \$4.50 to Master Roll Price for slitting charge.)

Retail Price of Reflect-O-Screen only is \$1.25 per square foot. This price does not include other materials, labor or installation.

Effective September 5, 1975

Prices are FOB Scottsdale

# Schedule

DIS. MEETING APR-75  
SAN ANTONIO, TEXAS

## A. ORGANIZATION:

1. ROS, INC.
2. DISTRIBUTORS
3. AUTHORIZED DEALERS
4. ASSOCIATE DEALERS

## B. DEALER PROFILE (HAND OUT)

### C. DISTRIBUTOR Contract (with ROS, Inc.)

### D. Dealer Contract (with Dist, Approved by ROS & 1. ESSENTIAL DATA (NAME, LICENSE #, ETC) 2. AGREED annual volume?)

## E. GUARANTEES / Nationwide

1. ROS / weatherable
2. ROS / TENSILE
3. ROS / Coated

## F. Prospective Dealers (and Salespersons)

### 1. WHO (\$)

Specialty Shops (New by SKI)

Shades

Scenes

etc

### 2. Sellout

Interior Decorators (Decorators, Custom Home Builders, etc)  
Sales Office for Homes

INTERIOR DECORATORS

## G. PROBLEMS (not general)

This page is reverse side of Reflect-O-Screen price sheet.

# Dallas Times Herald

John A. Wolf  
Vice President, Marketing

January 28, 1982

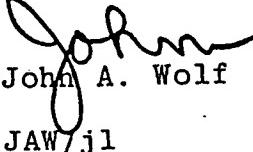
Mr. E. Jay Leavitt  
Energy Directions, Inc.  
823 Fontana Street  
Richardson, Texas 75080

Dear Ed:

The idea works...over 300 taxi cabs are now covering Dallas, promoting the Dallas Morning Times Herald. Every day from the airport to downtown, shopping centers to residential, the promotion continues.

I would also like to thank you and your staff for the professional way the negotiation with the taxi cab company and the installers were handled. It's a pleasure doing business with Energy Directions, Inc.

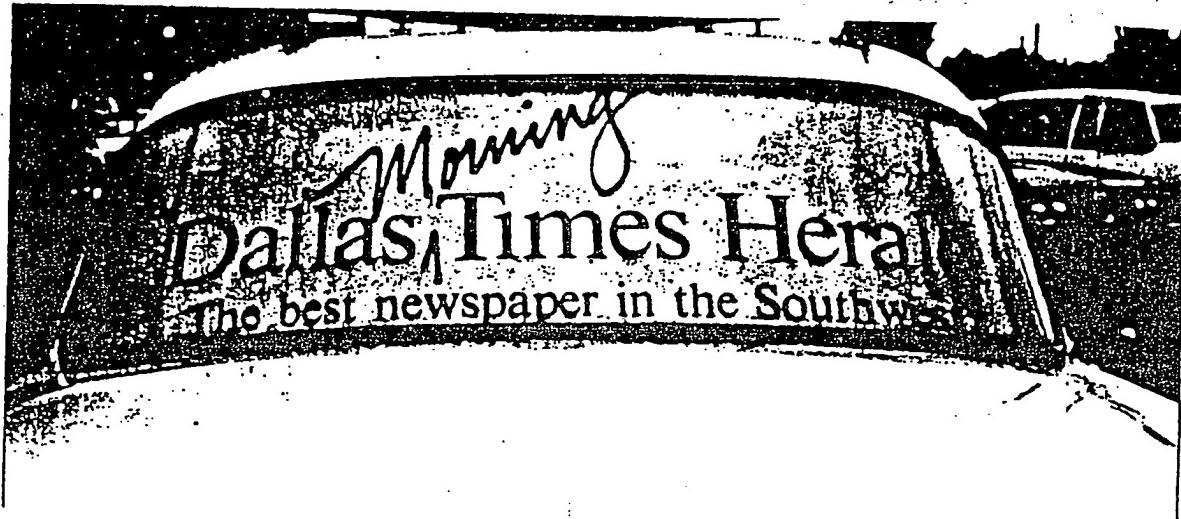
Best regards,

  
John A. Wolf  
JAW/jl

Herald Square/Dallas, Texas 75202/214/744-6335

# CREATIVE

THE MAGAZINE OF PROMOTION AND MARKETING



The Dallas Times Herald recently purchased advertising space on the sunscreens for rear windows of over 300 Dallas area Yellow Cabs and Surtran taxis. The sunscreens emulate the popular device used by many truck owners to display messages from the back windows of their vehicles. John Wolf, Vice President, Marketing for the Times Herald, said, "Although advertising on taxi boards has been used for years, we're excited about the possibilities of utilizing this new advertising concept."

Creative



TERMINAL TAXICAB COMPANY INC.  
1910 HALL STREET • DALLAS, TEXAS 75204

LEO BENNETT  
EZELL RANDALL

(214) 742-4993  
(214) 823-9276

July 20, 1984

Mr. E. Jay Leavitt  
President  
Ads On Cabs/Energy Directions  
705-C South Sherman Street  
Richardson, Texas 75080

Dear Ed:

I am pleased to inform you that the Window Sign Advertising program which we are doing with Delta Air Lines through your company is working quite well; in fact, well beyond our expectations.

Everyone in our organization, from top management to our drivers, is quite happy with the program. The Window Signs look good, enhancing the appearance of our cabs. The drivers also appreciate the insulating qualities of the product, and the fact that it reduces glare, both day and night.

By the way, I've been told that many of our passengers have complimented the signs because of their appearance and the additional comfort they provide. There is only one problem. Those in our organization who don't yet have a Window Sign want one. So, we'll be pleased to fill our fleet with all the advertising you can get.

It has been a pleasure working with you, and I look forward to even more business in the future.

Best regards,

A handwritten signature in cursive script.

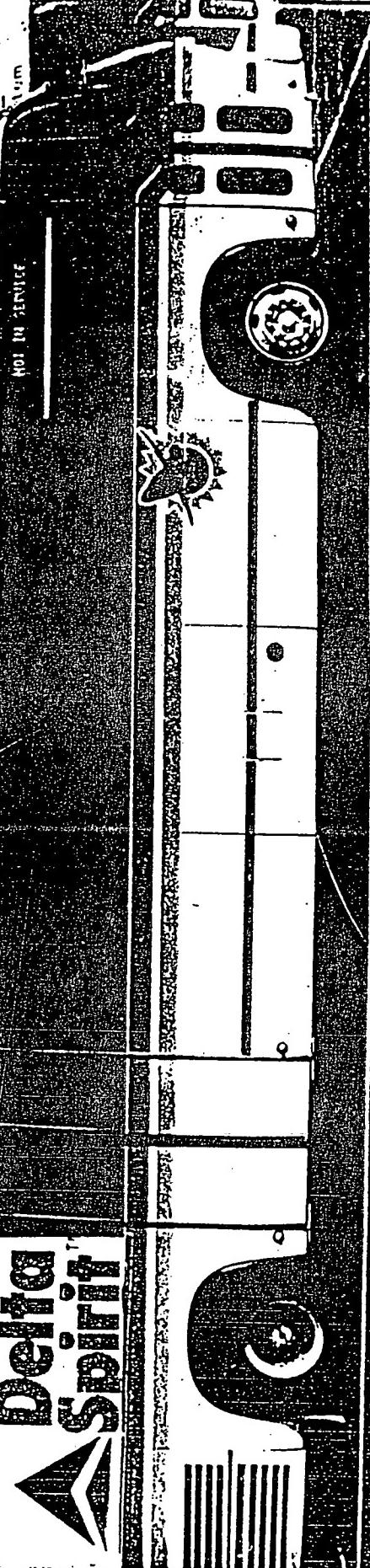
Joe Newman  
General Manager

JN:mj

City of Phoenix Transit System



NOT IN SERVICE



156

DELTA GETS YOU THERE

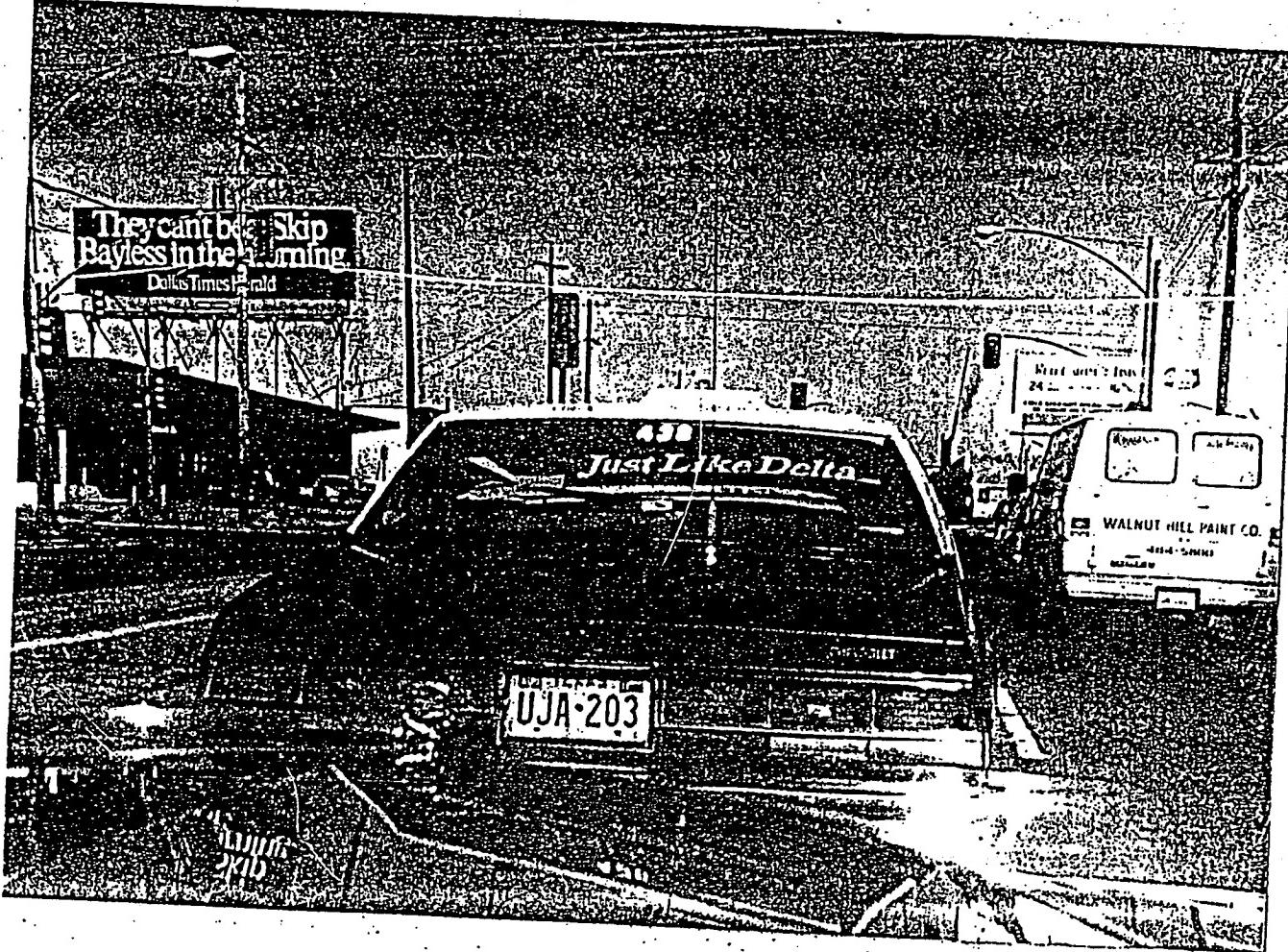
I ♥ Terminal Taxi  
IF I AM DRIVING  
WRECKLESS  
Call 350-4445

Give every child a chance  
Vote Yes February 12

I ♥ Terminal Taxi  
IF I AM DRIVING  
WRECKLESS  
Call 350-4445

DEC TEXAS 85  
072-GUU

CHEVROLET



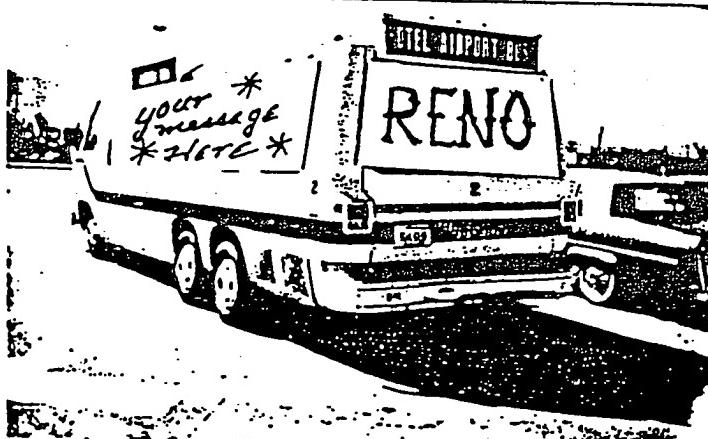
# Ads on Cabs

605 South Sherman, Suite 705C  
Richardson, Texas 75081

214-234-6042      214-783-0932

# ... PLUS!

## TRANSIT/OUTDOOR---LIKE NEVER BEFORE!!



Carrier: Pierce Bus Company, Reno

Position	Sign Size	Cost Per Mo
Left Side	16x2.5	\$350.00
Right Side	9x2.5	\$200.00
Left Side	15x2.5	\$350.00
Right Side	15x2.5	\$350.00
Rear	6x2.5	\$200.00
Rear	5x1.5	\$175.00

Production and Posting extra

10% Discount for Fleet Buy

15% Agency Commission on Space

Nicest

The direct way to talk about you

RENO

5 Nov 84

AIRPORT BUS  
PIERCE ENTERPRISES

>ID#S: 65.00 MO.  
YEAR: 300.00 MO.

ONSLOW: DON TRIMBLE - 1000 MO + 500 MC. TRADE: ENTIRE BUS EXCEPT 1 PANEL/SIDE  
78G-7301 EXPRESSED SOME INTEREST IN BUSES.  
CONSUMER PROGRAM POSSIBILITY - TARGET AREA: SEATTLE

HAROLDS: CAROL WALDRON - TOOK INFORMATION - SUPPOSED TO TAKE GARY'S REAR SIGN DEC. 84 @ 21  
50 WASHINGTON RENO 89503 IS POSSIBILITY - NOT STRONG, UNORGANIZED, NOT TOO SMART

EL DORADO: PEGGY GOLD - SAW & TOOK INFO - INTEREST

SUNDOWNER: ELSIE KARADANIS - SPOKE @ SEEMED INTERESTED - SHOW TO OTHERS - BACK IN TOUCH

COMSTOCK: MAUREEN ENG - TOOK INFO - DIDN'T SHOW IMMEDIATE INTEREST  
329-1880

SANDS: ED SPOON - SAW - SHOWED INTEREST - GOOD POSSIBILITY

R&R: NANCY EKLOFF - PRESENTED MATERIAL - SAID CAESARS NOT RIGHT, BUT UNNAMED  
323-1611 PROPERTY MIGHT BE - SHOULD BE PRESSED FOR SOMETHING w/ CAESARS  
615 RIVERSIDE DR. RENO 89503 PROTOTYPE. (SEND SOME PROPOSAL - THINK)

## RADIO PROGRAM

KOLO - DON RAY ADVERTISING (OUTDOOR): STEVE WILSON  
NOT GOING TO DO ANYTHING  
IMMEDIATELY - RECONTACT LATER

K-RENO - BOB ORDOÑEZ - SAW POSSIBILITIES - RECONTACT BEGINNING NEXT YEAR.  
40 - TOO MUCH - NOTHING TILL SPRING

K62Z/KONE - LOTUS - NO INTEREST SHOWN.

FM-97 KPTL: BEING SOLD - NEW OWNER FRED CONSTANT - NEXT MONTH 882-1319  
TALKED TO PRESENT C.M. GEORGE CARTWAY

KHTS (K-HITS): KARL CROSS - DIDN'T GET CHANCE TO SEE - TRY BACK SOON -  
Box 1365 CRYSTAL BAY, NV. 89402

## **Exhibit O**

PATENTS ACT 1977

IN THE MATTER OF UK PATENT  
No. 2 165 292 OF  
CONTRAVISION LIMITED AND AN  
APPLICATION UNDER SECTION 71  
BY CLEAR FOCUS IMAGING, INC.

AFFIDAVIT OF MR. EDWARD JAY LEAVITT JR.

I, Edward Jay Leavitt Jr. of Phoenix, Arizona, United States

Do swear as follows:

1. In the summer of 1974 I started working for a United States company called Oasis Reflective Screens whose business included the fabrication of unidirectional vision lamina screen products and I have been involved with such products since that time, that is, for the last twenty-four years.
  
2. These unidirectional vision lamina products all had in common a sheet of polyvinyl chloride (pvc) with a pattern of holes through it to form a mesh through which it was possible to see. One side of the sheet was opaque, dark in color, usually black, with the other side being a lighter color. When applied to a clear glass or plastic surface the many perforations allowed clarity of vision from one side through to the other. Whether an observer would perceive the space on the far side of the lamina screen product or would instead perceive the surface of the lamina screen product nearest to him/her, that is, the near side, would depend upon the relative levels of illumination on each side of the lamina

screen product. In particular, and as an example, if the lamina screen product were mounted on the window of a building or vehicle, then under normal daylight conditions an observer located within the building or vehicle, and therefore on the side of the lamina screen subject to relatively low illumination, would have a relatively unrestricted view through the lamina screen to the space outside of the building or vehicle. In contrast, an observer on the outside of the building or vehicle where the illumination level is relatively high will not perceive the space inside the building or vehicle on the other side of the glass but instead will perceive the surface of the lamina screen and any design printed on it. The opposite situation applies during nighttime when the level of illumination within the building or vehicle is higher than outside it. The outside surface of the lamina screen and any design printed on it would wash out and an observer could see into the interior space of the vehicle or building. Unidirectional vision could be obtained in either direction when the level of illumination transmitted through the far side of the lamina screen sufficiently exceeded the level of illumination on the near side. This unidirectional vision effect was common knowledge, observed by me in many lamina screen installations in buildings and vehicles since I started in the business in 1974. It is just a matter of physics.

- q. 1
- gt
3. There is now produced to me a marked Exhibit EJL 1, a piece on lamina screen having the constructions referred to in paragraph two above. In this sample, one side is black and the other side is gold metallic coloured. This product was publicly available on the US market from about 1974, and in any event before the priority date of UK Patent No. 2165292, that is, before the 28<sup>th</sup> of July, 1984.

A number of US companies supplied to the US market in the period 1974 to at least 1994 products the same or substantially the same as the sample of Exhibit EJL 1. In particular, two companies called Gila River and Shadow Screen supplied such products which were for the most part printed with various different designs, usually images of nature. There is now produced to me and marked Exhibit EJL 2 a bundle of photocopies of advertisements for such products. These designs were printed only on the light-colored side of the perforated lamina screen so that when mounted on a window the design image would be visible from the outside of the building or vehicle but not from the inside, the dark side of the lamina screen facing the inside of the building or vehicle, when the level of illumination on the outside sufficiently exceeded that on the inside. The design image became decreasingly perceptible from the side from which it was normally visible as the level of illumination through the lamina screen from the other side increased. The perceived image changed from the design to the space enclosed within the vehicle or building when the level of illumination was altered from relative light on the design image side and relative dark on the other side to relative light on the other side and relative dark on the design image side.

5. A company called Energy Direction Inc. (EDI) produced and marketed to the public in the USA a range of products called "American Scenics" from 1975 until at least about 1980, these products being mainly intended for mounting on vehicle windows. There is now produced to me and marked Exhibit EJL 3 copies of advertisements of these products. The construction of these products was substantially the same as previously described in paragraph 2 above and as shown in Exhibit EJL 1 in that an image was printed on a light

(white) side of the lamina screen, the other side being colored black. During daylight hours this allowed good visibility from the inside space of the vehicle through the holes of the lamina screen to the outside environment whilst at the same time presenting the image to an outside observer who would not be able to perceive the inside space of the vehicle because of the relatively low level of illumination inside the vehicle compared with outside. As the relative levels of illumination between the outside environment and the inside of the vehicle are reversed, the visibility limitations of the lamina screen are also reversed with the view from the inside the vehicle space to the outside being reduced and the view from the outside to the inside of the vehicle space being enhanced.

6. Another EDI product which was on the market and publicly available in the USA at least in 1978 comprised a perforated plastic substrate or lamina which was provided with a pressure-sensitive adhesive layer and a protective release layer over the adhesive so that a user could simply mount the product on a window; for example, by first peeling off the protective release layer from the adhesive layer and then simply applying the flexible lamina screen to the window and then pressing it in place either firmly by hand or with a squeegee.
7. Thus, to summarize, perforated flexible substrates or lamina screens carrying graphics of one sort or another designed to provide unidirectional vision have been publicly available in the USA before the priority date of UK Patent No 2,165,292, that is, before the 28<sup>th</sup> of July, 1984.
8. These perforated products have a manufacturing advantage over the imperforate product construction described and shown in the drawings of UK Patent No. 2,165,292. In the

latter case, because the lamina is imperforate and lies on a pattern of dots printed on it to produce the see-through lattice, the accuracy of the printing of the graphics is critical because those graphics themselves comprise a pattern of dots which must be accurately in register with the lattice of the dots already printed on the substrate. In contrast with the perforated construction referred to earlier and publicly available in the USA before the priority date of UK Patent No. 2,165,292, because the see-through characteristic of the product is achieved by the provision of holes or apertures (and not the transparent or translucent interstitial spaces between the dots as in UK Patent No 2,165,292) the registration as such of the graphics with the web of the screen mesh is not necessary because it is in fact automatic as a result of the composite lamina of substrate plus printed graphics (and possibly a self-adhesive protective layer) is perforated after the graphics have been printed onto the substrate.

9. I have studied the document filed at the UK Patent Office in the above proceedings and entitled Statement of Case, and in particular, the appendices, which appendices include samples and illustrations of the perforated products of the company Clear Focus Imaging, Inc.(CFI). There is now produced to me and marked Exhibit EJL 4 examples of products sold by CFI and CFI products which have subsequently been printed with graphics, which products are the same or substantially the same as the products of the appendices.
  
10. All these CFI Products, both the basic substrate and when printed and/or carrying design graphics, are the same or substantially the same as the products referred to in paragraphs 2 through 8 above. In particular, they all comprise a perforated lamina-screen which consists of a flexible perforated sheet or substrate which is provided with a pressure-

sensitive adhesive by which it can be secured, for example, to a pane of glass, the perforated plastic sheet in its installed condition optionally carrying wording and/or a graphic design printed on it which is also perforated in the same way as the substrate. In use the CFI products provide the same unidirectional vision characteristic as the products referred to in paragraph 2 through 8 above and operate in the same way as those earlier products.

SWORN THIS.....25.....DAY OF March.....1999

Edward Jay Leavitt Jr. ....E. Leavitt Jr......

## **Exhibit P**

MAR. 14. 2002 1:56PM

FLEHR HOHBACH TEST

NO. 6932 P. 34

#79  
3/22/02  
pc

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patentee: RODNEY M. SHIELDS

Examiner: W. WATKINS III

Application/control: 09/267,026  
(Reissue of USP 5,609,938)

Art Unit: 1772

Filed: 11 March 1999

For: IMAGE DISPLAY APPARATUS  
WITH HOLES FOR OPPOSITE  
SIDE VIEWING

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on 23 January 2002.

By: Todd V. Leone  
Todd V. Leone

Assistant Commissioner for Patents  
Washington, D.C. 20231

DECLARATION OF GREG ROSS

I Greg Ross state as follows:

1. I am President of Creative Minds Foundation, assignee of record herein.
2. I have read the within Amendment, the Affidavit of Linda Icard, and I am familiar with the history of prosecution that culminated in USP 5,609,938, the subject of the within reissue application.
3. I ratify the statements and arguments set forth in the accompanying Amendment.

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4. Off and on during the past several years, there have been times when business relations between Inventor Rodney Shields and myself appear to have soured. It is my opinion that if Rodney Shields received the various materials mailed to him by the law firm of Flehr Hohbach Test, referred to at §14(c) and §14(d) of the Amendment any refusal on his part to execute and return the documents is based upon ill feeling towards me. I make this statement based upon past business dealings with Mr. Shields. I note for the record that I do not know the present address or telephone number for Mr. Shields.

5. The first time I or Rodney Shields or, to the best of my knowledge, Mr. Luckman met with Linda Icard concerning the Shields invention was well after the application, serial no. 82,728, was filed with the USPTO on 23 June 1993. EXHIBITS 2 and 3, submitted herewith, were executed by or on behalf of Ms. Icard, and license fees were received from Ms. Icard or her company pursuant to EXHIBIT 3.

6. I find somewhat amusing Ms. Icard's statement at page 8, ¶6 of her Affidavit that "Messrs. Shields, Ross and Luckman were visibly disturbed" by "problems" supposedly recognized by Ms. Icard. As noted in the attached Amendment, these "problems" were in fact addressed in the Shields patent application filed on 23 June 1993, well before any meeting with Ms. Icard.

(a) For example, notwithstanding that the Shields's patent application indeed refers to "black" as a desired dark color, Ms. Icard apparently regards herself as the inventor of that concept. Although the Shields's patent application appears to be sufficient rebuttal to this notion, I note that my business records includes a 25 February 1993 FAX from ImageofImage Inc. to Arcor (a perforating company in Chicago) instructing Arcor how to perforate material, in which the FAX states in relevant part: "material is a black-backed, white fronted vinyl with

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adhesive and paper liner". If the Examiner so desires, a copy of this FAX can be provided.

(b) In her Affidavit at page 3, ¶2, Ms. Icard refers to a Imagolimage, Inc.'s use of screenprinting with the Shields invention. If the Examiner so requests, the undersigned can provide photographs of such already-completed screenprinting in which a logo ("Budweiser") was printed on a white side, where the panel had a black (not gray) layer, with through perforations, and was adhesively attached to the interior surface of a simulated window. The date on these samples is "6-14-93", which date appears to have been written in the handwriting of inventor Rodney Shields. Again, citation of such samples seems redundant to the language in Shields application serial no. 82,728, filed with the USPTO on 23 June 1993. In short, Ms. Icard's Affidavit statements to the effect that Messrs. Ross, Shields, Luckman were somehow dumbfounded or "disturbed" by any revelations from Ms. Icard that black might be a better color than gray, or that internal mounting of a perforated panel might be preferably to an external mounting are simply untrue.

(c) At various locations in her Affidavit, Ms. Icard makes reference to the "Old Joe" product. I am familiar with the "Old Joe" product and I state that the "Old Joe" product did not go beyond what was disclosed in the Shields patent application serial no. 82,728, filed with the USPTO on 23 June 1993.

(d) I further point out that in the Shields application serial no. 82,728, "protective cover" 12 may include a clear transparent, non-perforated material; see Fig. 1. Fig. 1 demonstrates that such a protective cover or layer 12 permits viewing of the image on panel 14. Thus Ms. Icard's Affidavit statements that the Shields's Invention did not disclose use of non-perforated material, or did not disclose formation of an image after which perforation was carried out is simply untenable.

7. For the record I point out that Rodney Shields is inventor on three issued U.S. patents, all of which were assigned to Creative Minds Foundation; USP 5,773,110, USP 5,808,838, and USP 5,465,427. Further, I, Greg Ross, am inventor on three issued U.S. patents; USP 5,830,529, USP 5,625,177, and USP 5,311,834. I am informed by my patent attorney that a search of the USPTO database indicates that there are no U.S. patents in which Linda Loard is an inventor.

8. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

DATE 22 January 2002



\_\_\_\_\_  
Greg Ross  
President, Creative Minds Foundation

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PATENT  
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## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patentee: RODNEY M. SHIELDS

Examiner: W. WATKINS III

Application/control: 09/267,025

Art Unit: 1772

(Reissue of USP 5,609,938)

Filed: 11 March 1999

For: IMAGE DISPLAY APPARATUS  
WITH HOLES FOR OPPOSITE  
SIDE VIEWINGCERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on 23 January 2002.

By: Todd V. Leone  
Todd V. LeoneAssistant Commissioner for Patents  
Washington, D.C. 20231

## AMENDMENT

In response to the Office Action mailed 24 July 2001, please consider the within submissions and arguments.

Claims 1-5, 7, 9, 11, 12, and 22-70 were presented and stand rejected. These claims continue to be pending.

Procedurally, the Examiner has deferred examination on the merits of the pending claims, and asks first for clarification as to authority of the undersigned to prosecute this reissue application, and for clarification as to the role, if any, of a Ms. Icard, a person who claims she is somehow entitled to be named an inventor herein.

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By way of background, the following facts are noted:

At ¶1 of the Office Action, the Examiner referred to a paper no. 13 ("Notice Re Power of Attorney") to the effect that the Power of Attorney on file herein has not been accepted. As undersigned counsel for application related to USPTO Quality Assurance Specialist Douglas McGinty by telephone and by FAX in early October 2001, paper no. 13 was not received by counsel until Mr. McGinty, upon being so informed, FAXed paper no. 13 to undersigned counsel on or about 3 October 2001.

By the same token, upon being informed by undersigned counsel that applicant had promulgated a Status Inquiry herein on 1 December 2000, Mr. McGinty reported that no Status Inquiry was in the USPTO file. On 3 October 2000, undersigned counsel FAXed Mr. McGinty a copy of the 1 December 2000 Status Inquiry document.

**A. ASSIGNEE IS EMPOWERED  
TO PROSECUTE THIS APPLICATION**

At ¶4 of the Office Action, the application is objected to under 37 CFR 1.172(a) on the grounds that the "assignee has not established its ownership interest in the patent for which reissue is being requested". Applicant responds as follows:

(1) As the first page of USP 5,609,938 (the patent sought to be reissued herein) recites, the sole inventor is Rodney M. Shields of Lafayette, CA, and assignee is Creative Minds Foundation of Wilmington, DE. (The attached Ross Declaration establishes that Ross was and is President of Creative Minds Foundation.)

(2) Attached hereto as EXHIBIT 1 is a true copy of the actual assignment document by which Rodney M. Shields on or about 23 June 1993 assigned to

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assignee Creative Minds Foundation. EXHIBIT 1 shows that the Assignment document was duly recorded at Reel 6648, Frame 0187 on 23 June 1993.

all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and all future improvements thereon, and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world ... . The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made, for the full term of any Letters Patent and Registrations which maybe granted thereon, or any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof. (emphasis added)

Assignor further agrees that Assignor will ... (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and delivery all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request or obtain or maintain Letters Patent and Registrations for the intention and improvements in any and all countries, and to vest title therein in Assignee, or Assignee's successors and assigns.

(3) In view of the attached Assignment document, the above-quoted language clearly divests from Rodney M. Shields in favor of Assignee Creative Minds Foundation "all right, title and interest" in the subject invention in the underlying USP 5,609,938, including any "continuation in whole or in part" and any "reissue" thereof.

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As shown by the accompanying Ross Declaration, Rodney Shields' assignment of rights in the parent application and, *inter alia*, any continuation-in-part application(s) thereof (e.g., including USP 5,609,938) was but one of many assignments of intellectual property rights by Shields' in favor of Creative Minds Foundation and/or Clear Focus Imaging, Inc., entities in which Greg Ross had a corporate-level interest.

(4) For the record, undersigned counsel represents that all attempts to communicate with Rodney M. Shields concerning the within reissue application and specifically asking him to review the underlying application, amendment, and to execute and return a new Declaration and Power of Attorney (although such executed document is not necessary in view of EXHIBIT 1) have been unsuccessful.

(a) On 9 October 2001, undersigned counsel caused an envelope with first-class postage thereon containing the underlying application, amendment, and a letter from undersigned counsel to Mr. Shields asking him to review the underlying application and amendment (which were enclosed), and to execute and return an enclosed new Declaration and Power of Attorney to be mailed to Rodney M. Shields at 1139 Sierra Vista Way, Lafayette, CA 94549 has been returned by the U.S. Post Office as non-deliverable with the notation that Rodney M. Shields is "not known" at that address. (If the Examiner desires, the still unopened envelope bearing the U.S. Post Office Notation can be provided.)

(b) Undersigned counsel represents that attempts have been made to find a telephone number for Rodney M. Shields from the telephone company, from Internet databases, and from at least one subscription database, but to no avail.

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(c) On or about 29 October 2001, a subscription database disclosed an address of 3142 Sweetbrier Circle, Lafayette, CA 94549 for a Rodney M. Shields. On that date undersigned counsel re-mailed copies of the documents originally mailed on 9 October 2001 and a re-dated cover letter to Mr. Shields again asking him to review the enclosed underlying application, amendment, and to execute and return an enclosed new Declaration and Power of Attorney. Although the 29 October 2001 mailing was not returned as non-deliverable, if it was delivered to inventor Rodney M. Shields, Mr. Shields has not contacted undersigned counsel. (If the Examiner desires, a copy of the documents mailed to Mr. Shields on 29 October 2001 can be provided.)

(d) The apparent lack of cooperation of Rodney M. Shields with undersigned counsel appears to be part of a pattern. The USPTO file herein includes a document entitled "Detail of Refusal of Non-Signed Inventor to Sign Application Papers", executed on or about 26 June 1999 by Thomas C. Feix, predecessor counsel herein, documenting Mr. Shield's expressed refusal to cooperate herein. Indeed, the USPTO file herein includes an 8 September 1999 "Decision According Status" document in which the USPTO acknowledges that:

the non-signing inventor (Rodney M. Shields) has refused to join in the filing of the above-identified application after having been presented with the application papers. In addition ... Creative Minds Foundation has a proprietary interest in the above-identified application ... (emphasis added)

(e) As noted, Mr. Shields' signature upon a new Declaration and Power of Attorney should not be required by virtue of the original Assignment (EXHIBIT 1). But assuming that Mr. Shields did indeed receive the 29 October 2001 mailing, then Mr. Shields' apparent failure to contact undersigned counsel (or indeed any person known to underlying counsel) is a breach of his express duty to "(a)

cooperate with Assignee in the prosecution of U.S. Patent applications ... on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers ... and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent ... for the invention and improvements ... and to vest title thereto in Assignee, or Assignee's successors and assigns". (See EXHIBIT 1)

(5) In view of the arguments and exhibits submitted in support of paragraph (4) above, undersigned counsel submits that Assignee herein is Creative Minds Foundation, an entity that is empowered, with or without cooperation from Rodney M. Shields (and there has been no cooperation) to execute a Revocation and Power of Attorney document authorizing undersigned patent counsel to continue the within patent prosecution. The Ross Declaration, submitted herewith, as well as other documents already on file herein (e.g., Statement Under 37 CFR §3.73(b) executed on 11 March 1999) establish that Greg Ross is President of Creative Minds Foundation, assignee herein, and is thus authorized to execute documents including a Revocation and Power of Attorney document on behalf of Assignee Creative Minds Foundation.

The Examiner has cited MPEP §306 for the proposition that a prior assignment is not applied to a continuation-in-part application. But the Examiner and the generalized language of MPEP §306 overlook the very explicit language of the Shields' Assignment (EXHIBIT 1). For example, MPEP §306 states that the reason a prior assignment is not applied to a continuation-in-part application is because:

the assignment recorded against the original application gives the assignee rights to only the subject matter common to both applications.

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But inventor Shields and Assignee Creative Minds Foundation had the legal right to draft an Assignment document as they saw fit, and indeed they exercise that legal right. In short, the explicit assignment of rights even to a continuation-in-part application recited in the Shields' Assignment (EXHIBIT 1) overrides the general prohibition quoted-above in MPEP §306. Note that MPEP §306 does not say that a prior assignment can never carry-over to a continuation-in-part application, or that it shall not carry-over. Instead, MPEP §306 states that in general there is no automatic carry-over because what was assigned only gave assignee rights to subject matter common to both applications. But in EXHIBIT 1, what was explicitly assigned did include Shields' rights to subject matter included in a continuation-in-part. (Indeed, as demonstrated later herein, Shields is named inventor on three U.S. patents, all of which are assigned to Creative Minds Foundation.)

In short, it is submitted that the Examiner's objection to the Revocation and Power of Attorney document on file herein, as enunciated at ¶¶1-4 of the Office Action must be withdrawn. The generalized language of MPEP §306 is trumped by the very explicit language of the Shields Assignment. In view of Mr. Shields' continuing pattern of non-cooperation, and in view of his assignment of the underlying invention, patent, including continuations in whole or in part and reissue applications to Assignee Creative Minds Foundation. Creative Minds Foundation has a legal right to execute documents in a continuation-in-part application on behalf of the absent or non-cooperating Mr. Shields.

**B. THE CLAIM OF MS. ICARD TO BE AN INVENTOR  
HEREIN IS A SPURIOUS CLAIM**

At ¶6 of the Office Action, the Examiner rejects the pending claims under 35 USC 102(f) on the grounds that a Ms. Icard rather than applicant Rodney Shields

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may have invented the claimed subject matter. More specifically, at page 5 of the Office Action, the Examiner relies upon various self-serving statements by Ms. Icard in support of the proposition that the pending claims should be rejected under 35 USC 102(f).

Assignee will now demonstrate objectively that the claim of inventorship on the part of Ms. Icard is simply not warranted, and indeed is spurious.

(1) Shields's parent application serial no. 82,728 was filed with the USPTO on 23 June 1993, which predates any meeting between Ms. Icard and any of Messrs. Shields, Ross, or Luckman re the above-referenced Shields patent application; see also Ross Declaration filed herewith.

(2) Assignee points out that Figs. 1, 4, and 5 in the said Shields application depict unperforated panels or layers comprising the invention;

(3) Further, assignee points out that the said Shields application at page 2, lines 31-35 states:

The panels are stacked together after the image has been placed on the one panel and the black or dark coating has been placed on the other panel. The panels are provided with holes therethrough. The holes can be placed through the panels either before or after they are assembled. (emphasis added)

(5) Assignee points out that claim 14 in the original Shields application recites:

An assembly as set forth in Claim 1, wherein said panel is formed from static cling material. (emphasis added)

Consider now the following statements from the Icard Affidavit, executed on 11 November 1999:

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(1) At page 3, ¶2 Icard makes reference to licenses offered by Imagolimage, Inc. for a patent application for forming one-way see-through images on perforated plastic sheeting. At page 5 ¶4 of her Affidavit, Ms. Icard states in August 1993 she and her husband traveled to San Francisco to learn more about the license and met with Greg Ross, Rodney Shields, and Michael Luckman, on behalf of Imagolimage, Inc.

(a) Applicant points out on 26 July 1993 Ms. Icard as President of Visual Technologies, Inc. executed a Confidential Non-Disclosure Agreement with Imagolimage, Inc., see EXHIBIT 2 herein. Further, on 16 September 1993, Clear Choice Marketing (Ms. Linda Icard, President) licensed the above-referenced Shields's patent application and invention from Imagolimage, Inc. See EXHIBIT 3 herein. The Ross Declaration submitted herewith states that license fees were in fact paid by Ms. Icard's company under EXHIBIT 3.

(b) Stated differently, to the extent Ms. Icard regards herself as an inventor of any part of the Shields's invention, why would she enter into a license for "her own" invention?

(2) At page 6, §5 and §6, Ms. Icard says she immediately told Messrs. Ross, Shields, and Luckman that the "perforated" invention at hand would not lend itself to printing using a "vacuum bed". Ms. Icard states she also told Messrs. Ross, Shields, and Luckman that advertisers would not in practice care to adhere perforated material to the "outside of a store window". According to Ms. Icard's Affidavit at page 6, §6, Messrs. Shields, Ross, and Luckman were "visibly disturbed by these problems and indicated that they had not anticipated or recognized such problems nor did they have any ideas as to how to potentially overcome the problems".

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(3) In her Affidavit at page 7, §8, Ms. Icard states that she recognized that "black was a preferably color to gray" to improve vision through a one-way vision panel. At page 18, §10 of her Affidavit, Ms. Icard notes her use of a clear static vinyl product, and indeed apparently documents her purchase of such material in September 1993. But the Shields application, which was filed before Ms. Icard entered the scene, discloses the use of "static cling material", e.g., see as-filed claim 14.

(c) That Ms. Icard's above-referenced statements are overstated is self-evident from reviewing the as-filed text of the Shields's application serial no. 82,728, filed with the USPTO on 23 June 1993. As noted, the application, which was filed before Ms. Icard first met with Shields, Ross, and Luckman, discloses use of non-perforated panels, and panels that are printed first and perforated second, thus overcoming any problems perceived by Ms. Icard re use of a "vacuum bed". Further, the Shields's application as-filed with the USPTO before Ms. Icard ever entered the scene discloses use of "black" color (see application, page 7, lines 28-30, *inter alia*.) Claim 14 in the as-filed Shields's application discloses the use of "static cling material".

(d) In short, Ms. Icard's statements in her Affidavit are repudiated by the very text and figures in the Shields patent application. But what is more, Icard's company in fact licensed under the Shields patent application (see EXHIBITS 2 and 3 and Ross Declaration, filed herewith).

\* \* \* \* \*

It is submitted that the Icard Affidavit does not establish Ms. Icard's right to be named as an inventor herein, and certainly must not be allowed to sidetrack this application. It is submitted that the rejection without substantial examination of the pending claims based upon 35 USC 102(f) must be withdrawn. The pending claims should be examined at this time.

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**CONCLUSION**

Creative Minds Foundation, Assignee of inventor Shields, has made a prima facie showing that the explicit language of the Shields Assignment (EXHIBIT 1) assigned all patent rights in any continuation-in-part and in any reissue application (among other types of applications) to Creative Minds Foundation. The explicit language of EXHIBIT 1 overrides the general language of MPEP §306, and empowers Creative Minds Foundation to execute relevant documents herein.

Applicant thus asks that all rejection to the pending claims under 35 USC 102(f) should be withdrawn in view of the within Amendment and Ross Declaration, which establish that Ms. Icard has in fact invented nothing not present in the original Shields patent application.

The Commissioner is authorized to charge any additional fees that may be required, including extension fees, or credit any overpayment to Deposit Account No. 06-1300 (Our Order No. A-69023/MAK).

Respectfully submitted,  
FLEHR HOHBACH TEST  
ALBRITTON & HERBERT LLP  
Attorneys for Applicant

By: Michael A. Kaufman  
Michael A. Kaufman  
Reg. No. 32,998

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## **Exhibit Q**

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CONTRA VISION NA INC

PAGE 02

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EDGE MEDIA GROUP INC

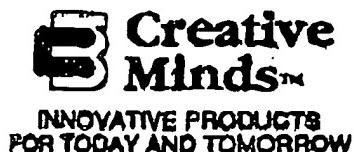
PAGE 02

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760 PGS

AUG 23 '93 09:09



## FAX TRANSMITTAL SHEET

2007 LONG LEAF COURT  
SANTA ROSA, CA, USA 95403  
PHONE (707) 578 1788  
FAX (707) 578 4396

TO: Jeff Nussdorf  
COMPANY NAME: EDGE MARKETING  
FAX #  
DATE: 8/17/93  
CALL BACK OPERATOR: Debbie  
NUMBER OF PAGES INCLUDING TRANSMITTAL SHEET: 12

### MEMO

Dear Jeff:

On behalf of ImagoImage Inc., please find enclosed the sample Exclusive License Agreement, and Trademark Agreement.

Please call me with any questions.

Cordially,

*Greg*  
Greg Ross

### PLEASE FIND ENCLOSED THE FOLLOWING :

ITEM #	QUANTITY	DESCRIPTION

PLEASE CONTACT US IF ALL DOCUMENTS, AS STATED, ARE NOT RECEIVED.

FAX: (707) 578 4396

SENDER \_\_\_\_\_

SENDER'S SIGNATURE \_\_\_\_\_

03/14/2003 16:51

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CONTRA VISION NA INC

PAGE 03

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+14082688079

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EDGE MEDIA GROUP INC  
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PAGE 01  
AUG 04 '93 13:03

**E-D-G-E**  
**MARKETING**  
6688 Tannahill Drive  
San Jose, CA 95120  
(408)268-5079 Fax (408)268-1169  
268-0233



ImagoImage Inc.  
2785 Mitchell Drive, Suite 110  
Walnut Creek, CA 94598

ITEM  
# C

## **FIRST RIGHTS AGREEMENT**

Pursuant to our discussion, EDGE MARKETING will disclose a preliminary marketing plan to ImagоИmage Inc., for the sole purpose of obtaining the following exclusive license agreement:

Exclusive sales and marketing rights to ImagoImage products for use as interior or exterior window advertising at all United States of America Convention Centers, Exhibition Halls, Arenas and Hotels as they relate to Trade Shows & Open to the public Trade Shows relating to products and services, and individual exhibits within these shows.

During the process of raising capital or doing research to obtain this exclusive license, EDGE MARKETING will be disclosing information that may give an individual or company reason to attempt to circumvent EDGE MARKETING and negotiate directly with ImagоИmage; therefore ImagоИmage agrees to give EDGE MARKETING first right of refusal for the above stated license.

This agreement will remain in effect for a period of ninety days from the date of signing.

EDGE MARKETING

*M. Ninsoff*

DATE Aug 4 1993

ACCEPTED BY: ImagoImage Inc.

SIGNED

*Mark S. Sill*

DATE Aug 4, 1993

EXHIBITS

◆ DESIGN

◆ GRAPHICS

◆ ETC